

MINUTES

OF THE

Trustees

Internal Improvement Fund

OF THE

State of Florida.

VOLUME VI.

From January 1, 1905, to December, 31, 1906,

With Financial Statement for the Two Years.

Published Under Authority of Trustees.

TALLAHASSEE, FLA.
CAPITAL PUB. CO., STATE PRINTER
1906.

MINUTE

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Letter of Transmittal

Office of Secretary.

Tallahassee, Fla., January 1, 1907.

To His Excellency,

Napoleon B. Broward,

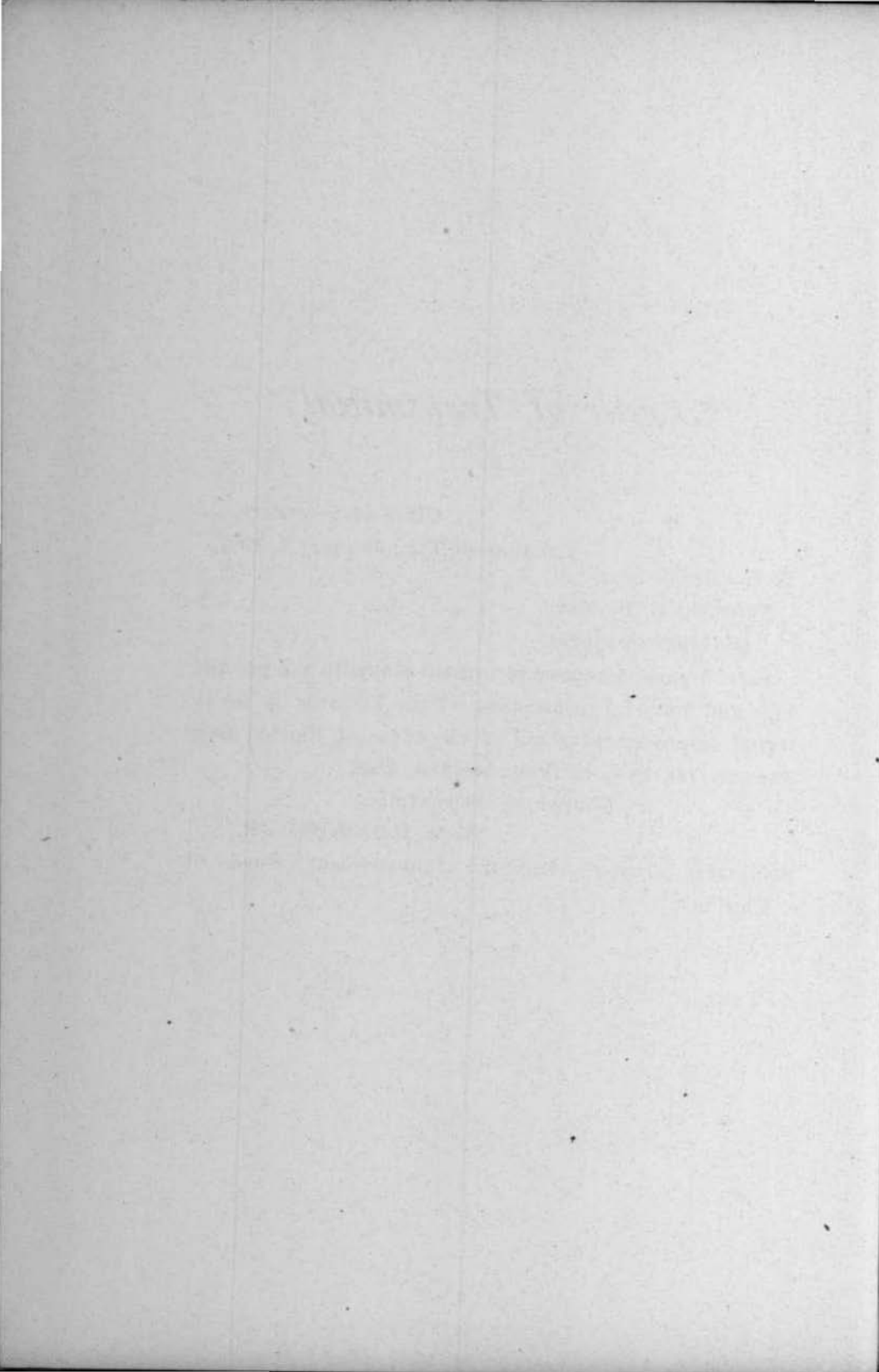
Governor of Florida.

Sir: I have the honor to present herewith the proceedings and financial transactions of the Trustees of the Internal Improvement Fund of the State of Florida from January 1st, 1905, to December 31st, 1906.

Yours very respectfully,

W. M. McINTOSH, JR.,

Secretary Trustees Internal Improvement Fund of
Florida.



MINUTES
AND FINANCIAL TRANSACTIONS
OF THE
TRUSTEES INTERNAL IMPROVEMENT
FUND OF FLORIDA

Tallahassee, Fla., January 2, 1905.

The trustees met in the Executive Office.

Present:

W. S. Jennings, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Governor Jennings presented the following letter, together with a map of the Everglades:

"Tallahassee, Fla., January 2, 1905.

Hon. W. S. Jennings,

Chairman Trustees Internal Improvement Fund,

Tallahassee, Fla.

Sir:

In compliance with your request I here hand you a map which has been prepared in the Land Office, showing the area of the Everglade Patent, known as No. 137.

We have extended the lines by rule from the surveyed lines on the east and the west side of the Everglades, which is as near a location of the sections, townships and ranges as we can furnish without an actual survey of the same.

I trust the same will be satisfactory.

Yours very truly,

B. E. McLIN,
Commissioner of Agriculture."

After consideration, the following resolution was adopted:

Resolved: That the letter of Hon. B. E. McLin, Commissioner of Agriculture, be spread on the minutes of the Trustees and that the map of the Everglades, as prepared under his direction, be and the same is hereby adopted as the official map of the Everglades land, embracing the lands in U. S. Patent No. 137, containing 2,862,280 acres, and that said map be identified by the Secretary endorsing thereon the following words and figures, viz.:

"Official map of the Everglades, covering the lands embraced in U. S. Patent No. 137, prepared under direction of Hon. B. E. McLin, Commissioner of Agriculture, and adopted as official by the Trustees of the Internal Improvement Fund of the State of Florida, January 2nd, 1905."

Be it further Resolved, That the map be entered on record on a separate page of the minute book of the Trustees of the Internal Improvement Fund of the State of Florida, and that a copy of said map, duly certified as aforesaid, be filed in the office of the Hon. B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

B. F. Willis, examiner in the case of Louisville and Nashville Railroad Company vs. W. S. Jennings et al., Trustees, etc., for copy of testimony.....	\$ 3.00
National Bank of Jacksonville, for exchange.	10.35

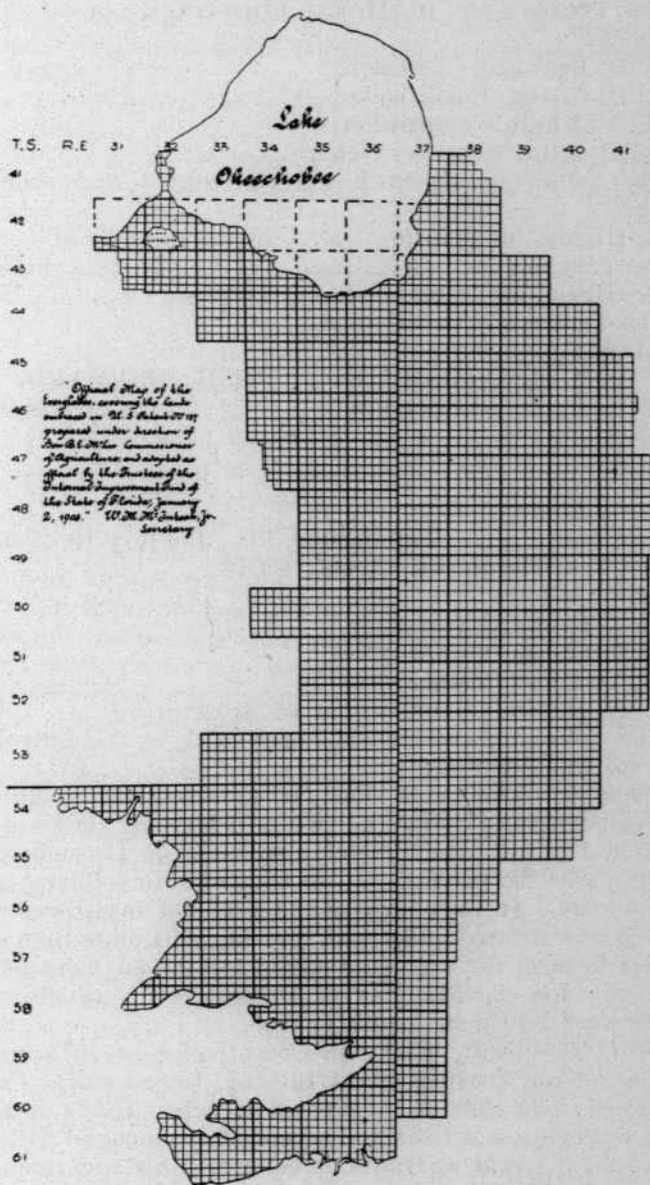
The account of T. L. Clark, special counsel, for \$210.50, having been approved ad interim on December 20, 1904, it was ordered that the payment of same be placed of record on the minutes of this meeting.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary,

W. S. JENNINGS,
Governor.



Tallahassee, Fla., January 7, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Comptroller.
W. H. Ellis, Attorney General.

The following accounts were presented and ordered paid:

I. B. Hilson, for printing Vol. V of the minutes of
the Trustees\$169.95
I. B. Hilson, for letter-heads for Trustees. 16.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., January 10, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
B. E. McLin, Commissioner of Agriculture.

The following resolution, presented by Comptroller Croom, was adopted:

Whereas, The taxes thus far collected on account of the pension fund under the two mill levy for 1904 are insufficient to meet the quarterly payment on December 31, 1904, under the pension act, to Confederate soldiers; and

Whereas, In the course of the next 120 days there will have been collected under said levy for 1904 more than sufficient to meet the warrants issued for the payment of all pensions due the 31st day of December, for which warrants were issued in January, 1905.

Be it Resolved, That the Comptroller be authorized, acting for the Trustees of the Internal Improvement Fund of the State of Florida, to furnish sufficient funds to meet such warrants, not to exceed seventy-five thousand dollars, and hold the said warrants as collateral for such moneys as he may furnish until a sufficient amount of the taxes

under the two mill levy of 1904 for pensions shall have been collected to take up the said warrants issued in payment of pensions due for the quarter ending 31st of December, 1904.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., January 11, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolution was presented and adopted:

Whereas, It appears to the Trustees of the Internal Improvement Fund that the salary of Mr. C. S. Clough, an employee in the land department in the office of the Commissioner of Agriculture, has heretofore been paid out of the school fund; and

Whereas, It appears to the Trustees, from the representations of the Commissioner of Agriculture, that the time and labor of Mr. Clough have been employed largely in the work of the Internal Improvement Fund, which has been and is being now benefitted by his services as aforesaid; and

Whereas, The Internal Improvement Fund should bear its just proportion of the expense of such employment and services of Mr. Clough; therefore be it

Resolved, That the salary of said employee, Mr. C. S. Clough, which is one hundred dollars per month, hereafter until the first day of July, A. D. 1905, from the 1st day of January, A. D. 1905, be paid out of the Internal Improvement Fund.

The Trustees then adjourned.

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., January 13, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Hon. B. E. McLin, Commissioner of Agriculture, informed the Trustees that F. H. Cobb, Jr., had sent fifty (\$50-100) dollars to pay for the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 5. T 4 N, R. 27 W., containing 40.40 acres recently patented to the State, which the Trustees ordered sold to him December 21st, 1904, at \$1.25 per acre, as he had aided the State Agent in selecting same, and that Wm. Knowles, Jr., sent twenty-seven dollars December 30th, 1904, to purchase lot 1 of Sec. 20, T. 66 S., R. 30 E., containing 30.50 acres, which the Trustees ordered sold to him at \$2.00 per acre, November 25, 1904, as he was an old settler thereon.

Attorney General Ellis offered the following resolution, which was adopted:

Resolved, That additional counsel be employed to represent the Trustees in all litigation pending in the courts, in which the Trustees are interested.

The following resolutions, offered by Comptroller Croom, were adopted:

Resolved, That Hon. W. S. Jennings be employed as general counsel, and that he be placed in charge of all litigation.

Resolved further, That in the employment of Hon. W. S. Jennings it is not intended to place the sole responsibility of conducting the litigation in which the Trustees are interested upon him, but that each attorney employed must share in the responsibility of conducting and managing the litigation in which the Trustees are interested.

Resolved further, That a copy of these resolutions be furnished each attorney employed by the Trustees.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., January 16, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolution was adopted:

Resolved, That the Trustees of the Internal Improvement Fund of the State of Florida engage the legal services of Messrs. Bryan & Bryan and Messrs. A. W. Cockrell & Son, provided satisfactory fees for their services can be agreed upon, and that the Governor and Attorney General be requested to take up the matter of fees with the attorneys aforesaid and report to the Trustees.

The Trustees directed the secretary to furnish certified copy of record in compliance with the request of Messrs. Cooper & Cooper contained in a letter presented this day.

Ordered that the secretary furnish the attorneys of the Trustees with copies of all extracts from the records or other papers certified to by him and sent out from time to time under the direction of the Trustees.

The trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., January 19, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture presented a communication from the General Land Office in relation to the SE $\frac{1}{4}$ of section 25, township 3 north, range 7 east, which was covered by Tallahassee pre-emption cash certificate and receipt No. 29 issued to Mary Shehee May 12th, 1859. After considering the letter from the General Land Office,

the Commissioner of Agriculture was authorized to execute formal waiver of the claim of the State of Florida to the said SE $\frac{1}{4}$ of section 25, township 3 north of range 7 east, so that the heirs of Mrs. Mary Shehee might secure a patent therefor from the United States Government. Provided that the waiver shall not cover the entire township, as construed by section 6, Commissioner's Rulings.

The following resolution was adopted:

Resolved, That the Commissioner of Agriculture be directed to notify selecting agents that no lists of lands will be considered for any township until all swamp land therein has been examined.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., January 23, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolution was adopted:

Whereas, the Trustees, on the 13th day of January passed a resolution that W. S. Jennings be employed as "General Counsel," and

Whereas, an inspection of the minutes of said meeting shows that the said resolution has been made to read "Additional Counsel," instead of "General Counsel;" Therefore, be it

Resolved, That the secretary is hereby instructed to correct the said minutes of the Trustees of that date, and make the said resolution read as it was passed, "General Counsel," instead of "Additional Counsel;" and, that the secretary is hereby instructed to transmit a copy of both the corrected resolution, and this preamble and resolution to each of the attorneys to whom the incorrect resolution

was transmitted with a request that they return the incorrect one previously sent them.

The Governor and Attorney General reported that Messrs. Bryan & Bryan had agreed to act as counsel for the Trustees for one year for the sum of three thousand dollars for legal services to be rendered in any litigation in which the Trustees are interested.

Whereupon it was resolved that Messrs. Bryan & Bryan be employed as counsel for the Trustees, and that the secretary so inform them.

A letter was read from Messrs. A. W. Cockrell & Son, stating that they would have to decline employment as counsel for the Trustees.

The secretary read a letter from F. W. Marsh, Clerk of the U. S. Court at Pensacola, Fla., giving estimate of the cost of certified copies of all papers and records in re Louisville and Nashville Railroad Company vs. Trustees Internal Improvement Fund and all interventions as to said suit; whereupon it was

Resolved, That the secretary be directed to accept the proposition of the Clerk of the United States Circuit and District Court, at Pensacola, Fla., to furnish one original and one carbon copy of all papers, records and proceedings in the suit of the Louisville and Nashville Railroad Company against the Trustees, including all interventions in said suit, covering every step of the proceedings from the inception of the suit to the present time, for the sum of one hundred dollars. Both the original and copy to be duly certified by said Clerk.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., January 25, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following account was read and ordered paid:
 The Daily Capital for printed postal cards for salesman's office.\$1.50
 The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
 Secretary.

N. B. BROWARD,
 Governor.

Tallahassee, Fla., January 31, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

It was ordered that Messrs. Bryan & Bryan be paid fifteen hundred dollars upon their fee as counsel for the year 1905, and warrant ordered for that amount.

It was further ordered that W. B. Farley be employed as additional counsel in the Kittel cases, and that a warrant be drawn for two hundred and fifty dollars, payable to said W. B. Farley, as a retainer; it being understood that compensation for his services is to be a matter of mutual agreement hereafter.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
 Secretary.

N. B. BROWARD,
 Governor.

Tallahassee, Fla., February 20, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. H. Ellis, Attorney General.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture presented the account of the Putnam County Abstract Company for search of

record and certificate made by said company at his request, and it was ordered that the sum of three dollars be paid for the services so rendered.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., March 3, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Hon. A. T. Williams and S. W. Teage appeared before the Trustees and presented the following proposition, which was ordered spread upon the minutes:

"Tallahassee, Fla., March 3, 1905.

To the Honorable Trustees of the Internal Improvement Fund, State of Florida:

Gentlemen:

From our general knowledge of the lands of the State, acquired by field work during the past twenty-five years, and the further knowledge of the character of the lands disposed of by the U. S. Government we are satisfied that there are a large number of acres of lands in the State which have been disposed of by the U. S. Government, for which the State is justly entitled to indemnity, of the lands granted to the State under the Act of Congress of September 28th, 1850. We find that nothing definite has been done in regard to this matter, which has been running on for over forty years, and after carefully investigating it more than a year past, we feel that we can be of material aid to the Trustees of the Internal Improvement Fund, in adjusting the same. We would undertake to make a most thorough investigation of all such lands disposed of by the U. S. Government and list such as come under the Act of Congress of September 28th, 1850, and have the Government send out agents to inspect the

same. This work would require an inspection of all lands disposed of by the Government in the State, and would necessitate a great amount of field work and a great deal of time and expense to make up accurate lists of such lands. We agree to do this work and everything necessary to secure the indemnity due the State for same for 25 per cent of the lands or moneys received by the State for same, with the understanding that we are to receive no compensation whatever until the State has received the same; or we would make the field examinations and file the lists of such lands and furnish the same character of affidavits as are required by the General Land Office in cases of original selections under the S. & O. Act of September, 1850, as per copy attached and marked Exhibit "A," for the sum of 2 cents per acre to be paid as lists and said proofs are filed with the Board of Trustees of the I. I. Fund.

Yours respectfully,

ARTHUR T. WILLIAMS,
SAM'L W. TEAGUE."

Exhibit "A" referred to above is "Form 99a-10-2-03 1 M" of the office of the Commissioner of Agriculture of the State of Florida.

Action on the foregoing proposition was deferred until the Governor, as chairman of the Trustees, can communicate with our Representatives in Congress and ascertain their views.

Mr. I. B. Hilson appeared before the Trustees and stated that he had bound one hundred copies of Volumes Two (2) and Three (3) of the Minutes of the Trustees in sheep and afterward discovered that his contract with the Trustees provided for fifty copies of each volume to be bound in sheep at one dollar and fifty cents each. In view of his error, he offered to bind one hundred copies of each volume of the Minutes, except Volume One, at one dollar and twenty-five cents each, and to bind fifty copies of Volume One, with index, at one dollar and twenty-five cents each. He also proposed to rebind all the other copies of Volume One, including therein the index recently completed, at a cost of twenty-five cents for each of the fifty volumes already bound in sheep, and at a reasonable compensation for those with paper covers.

The proposition of Mr. Hilson was accepted and the work ordered to be done in accordance therewith.

An account of S. B. Chapin for plats of township 34 S., R. 16 E., and township 15 S., R. 27 E., amounting to three dollars, was ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., March 7, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Hon. B. E. McLin, Commissioner of Agriculture, informed the Trustees that John Thomas has sent twenty-three dollars and eighty-three cents to pay for lot 5, section 29, in township 66 south, range 29 east, containing 19.06 acres, recently patented to the State, which the Trustees ordered sold to him October 19th, 1904, at one dollar and twenty-five cents per acre, as he has been living on the land for over twenty years, and improved same, and had a preemption certificate for same, issued June 4th, 1884.

The secretary was ordered to furnish copy of above to the Commissioner of Agriculture.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., March 15, 1905.

The Trustees met in the Executive Office

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

A communication was read from Messrs. Bryan & Bryan, counsel for Trustees, requesting copies of all papers in cases pending in the courts in which the Trustees are interested and after consideration thereof, the Comptroller was authorized and requested to employ a typewriter, at not exceeding three dollars per day, to copy such papers and records as may be necessary on behalf of the Trustees so that each counsel employed by the Trustees may be furnished promptly with whatever is required in the investigation and prosecution of all legal matters in which the Trustees are interested.

The following accounts were read and ordered paid:

H. T. Felkel, Clerk Circuit Court of Leon County, for certified copies of papers in case of Florida Coast Line Canal and Transportation Company vs. W. S. Jennings, Governor et al., thirty-seven dollars and ninety-five cents; and for certified copies of demurrer, order overruling demurrer, plea, decree sustaining plea, amended bill and stipulation substituting parties in case of Florida East Coast Railway Company vs. Trustees I. I. Fund, ten dollars and twenty cents, aggregating forty-eight dollars and fifteen cents.

J. J. Hodges, Deputy Clerk U. S. Court, at Tallahassee, for certified copies of order, bill, exhibit, endorsements, etc., in case of Kittel vs. Trustees, etc., thirty-six dollars and fifty-five cents, for certified copy of answer of defendant in case of Trustees, etc., vs. Mathilde G. Kittel, thirteen dollars and ninety-five cents, for copy of transcript of record in case of Trustees, etc., vs. Kittel, seven dollars and fifteen cents; and for copies of agreement and order, also demurrer in case of Kittel vs. Trustees, etc., and replication in case of Trustees vs. Kittel, four dollars and sixty-

five cents, aggregating sixty-two dollars and thirty cents.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., March 18, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered to be paid:

Capital Publishing Company for printing land lists for salesman's office, sixty-four dollars.

H. & W. B. Drew Company for thirty charts for Trustees, fifteen dollars.

H. E. Carlton, Clerk Circuit Court of DeSoto County, for recording Certificate No. 6025, by direction of the Commissioner of Agriculture, ninety-five cents.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., March 20, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolution was adopted:

"Whereas, At a meeting of the Trustees of the Internal Improvement Fund of Florida, held at the Capitol in Tallahassee, this 20th day of March, 1905, Hon Fred T. Myers appeared and presented a letter signed by the United States Sugar Company, by Eugene O. Dunne, Secretary and Treasurer, under the seal of the Company, addressed to 'Trustees Internal Improvement Fund, State of Florida, Tallahassee, Florida,' and dated February 3, 1905; said letter requesting the Trustees to execute a deed to the United States Sugar Company for all the lands embraced in a certificate purporting to have been signed by L. B. Wombwell, Commissioner of Agriculture, on the 16th day of November, A. D. 1897; a copy of said certificate was filed with the letter, which recited that the certificate was issued in accordance with a resolution of the Board of November 15, A. D. 1897, and that the original certificate had been endorsed to the United States Sugar Company; and

Whereas, the Trustees have, by deed heretofore executed, conveyed to the children and heirs of John A. Henderson, deceased, the lands described; therefore, be it

Resolved by the Trustees, That the request of the United States Sugar Company be and the same is hereby denied.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., March 29, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The secretary presented and read a letter from the Ex-

change National Bank of Tampa, asking permission to substitute Hillborough County Bonds for the United States bonds now held by the Trustees as security for deposits in said bank, and it was ordered that the request be granted.

The secretary also read a letter in relation to the surrender to the county authorities of bonds purchased under the Act of 1883, Chapter 3474 of the Laws of Florida, and after considering the matter it was decided that the secretary should prepare lists of such bonds and present the same with the bonds to the Trustees so that the bonds could be checked and cancelled in open meeting and then sent to the counties where issued.

The matter of the collection of toll on the canal of the Florida Coast Line Canal and Transportation Company was taken up, and after discussing the question of the collection of toll and the approval of the rates of toll, etc., it was decided that the secretary be directed to submit the matter to the counsel for the Trustees and request their opinion thereon.

The following accounts were presented and ordered paid:

M. Ohmer's Sons Company for freight and drayage on desk for salesman's office, ten dollars and five cents (\$10.05).

Western Union Telegraph Company for telegrams sent by secretary for Trustees, one dollar (\$1.00).

F. W. Marsh, Clerk U. S. Circuit Court Northern District of Florida, for certified copies of bill of complaint of Louisville and Nashville Railroad Company vs. Trustees Internal Improvement Fund, recently filed in said court twenty dollars and ninety-five cents (\$20.95).

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., April 5, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Attorney General Ellis stated that in 1889 Senate Resolution No. 9, provided for the appointment of a committee to investigate and report as to the proportion of the indebtedness of the various land grand railroad and canal companies on account of the lien or indebtedness existing at the time the lands were granted to such railroad and canal companies, which provided, among other things, that

"Where large grants of land were made by the Legislature of the State of Florida to corporations, in some cases exceeding three millions of acres, said lands were encumbered by the lien created by the Trustees of the Internal Improvement Fund which amounted to an enormous sum of money, it was the intention of the Legislature, as shown by the acts making the grants, that the corporations to whom the grants were made should, before being entitled to the land granted, have to pay a just portion of said debt of said Internal Improvement Fund."

(See page 57, Senate Journal, 1889.)

The committee appointed under said Senate Resolution No. 9, submitted a report on May 28th, 1889, which appears in the Senate Journal of that year on pages 750 to 763 inclusive.

The said reports show that the committee estimated that the railroads and canal companies were indebted to the Trustees of the Internal Improvement Fund in the sum of \$1,506,936.51.

In 1891 the Legislature passed Senate Joint Resolution No. 1, directing and empowering the Attorney General to institute legal proceedings to compel settlement of any indebtedness to the State by different railroad and canal companies, which resolution appears on page 212 of the Acts of 1891.

In 1893 the Attorney General called the attention to the fact that the joint resolution of 1891 had been considered by him and suggested that the proceedings should

be in the name of the Trustees of the Internal Improvement Fund of the State of Florida, in view of the fact that the title of the lands was vested in the Trustees, and any funds or land recovered would inure to the benefit of and become a part of the trust held by said Trustees."

(See report of Attorney General to Legislature of 1893).

Upon motion of the Attorney General, the secretary was instructed to request the counsel for the Trustees to consider the resolutions and reports referred to and inform the Trustees at the earliest possible moment as to the advisability of bringing suits against the various railroad and canal companies for the recovery of the indebtedness referred to or as to such other method or procedure in relation thereto as in the judgment of said counsel may be deemed best.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., April 15, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following communication was presented by Hon. B. E. McLin, Commissioner of Agriculture:

"In accordance with former directions of the Trustees of the Internal Improvement Fund, the Commissioner of Agriculture has this day sold to D. L. Tyre, the SW $\frac{1}{4}$ of NW $\frac{1}{4}$, SE $\frac{1}{4}$, NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and S $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 20, in T. 4 S., R. 18 E., containing 319.38 acres, at \$1.00 per acre. Said lands were recently patented to the State, and Mr. Tyre owns the surrounding lands and has improved

same and desires said lands to complete his farm, there being little timber of value on same."

The secretary is directed to furnish the Commissioner of Agriculture with a certified copy of the above.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., April 17, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Application on request having been received for information as to whether or not any funds had been recently distributed under Chapter 3474 of the Laws of Florida to the several counties mentioned in said act, and it appearing to the Trustees that it was advisable to have the opinion of the general counsel of the Trustees on the subject of distribution under said act, the secretary was directed to mail a letter of inquiry, which is as follows:

"Tallahassee, Fla., April 17, 1905.

Hon. W. S. Jennings,

General Counsel,

Jacksonville, Florida.

Dear Sir:

The Trustees of the Internal Improvement Fund of the State of Florida request that the counsel of the Trustees examine Chapter 3474 of the Laws of Florida and give their views as to the proper construction to be placed on the provisions of said act.

The lands set apart for the purposes of this act are all of the remaining Internal Improvement Lands proper, and all of the swamp and overflowed lands granted to the State by the Act of Congress of September 28th, 1850,

lying and being in the counties named in the act, Section 2 of the act as to Swamp Land.

The act also provides among other things, "That a pro rata amount of said city and each county so indebted be paid and canceled by the proceeds of the sale thereunder, and requires the Trustees to invest in bonds issued by the city and counties respectively a pro rata share of the funds so derived:

Soon after the passage of the act the Trustees ascertained the indebtedness of the city and counties, as shown by the inclosed extract from the minutes and commenced the purchase of bonds, etc. The bonds of the city of Jacksonville, and at least two of the counties, have all been redeemed or purchased, and there are no bonds issued by said city and the two counties referred to, now outstanding, hence the Trustees cannot invest the pro rata of these counties in bonds, and there does not appear to be any other method of disposing of the pro rata under such circumstances.

All of the counties issuing the bonds covered by the act of 1883, doubtless provided for levying a tax to pay the interest and create a sinking fund for the redemption of the bonds, and some of the counties actually made and continued to make such levy and redeemed a part of the bonds, until the proceeds of such levies and the purchase of bonds by the Trustees retired all of the bonds of such counties, while others discontinued the levy altogether. When one county, by discharging its duty in the levy of a tax for a sinking fund, has assisted the funds provided by the act of 1883, sufficiently to retire its bonds, is the purpose of the act accomplished, i. e., has the relief provided for by the act of 1883 been granted and accomplished as to that county? And, if so, have the other counties that failed to levy a sinking fund tax the right to profit thereby and receive additional relief under the act of 1883, not enjoyed pro rata by the counties that did make the levy?

If it is held that the purposes of the act have not been accomplished and the pro rata distribution must continue, then please say how and in what manner the funds shall be disbursed. Must the Trustees discontinue distributing a pro rata share to such counties as have retired their bonds, or if not, then how shall the pro rata share of such counties be applied? Can the pro rata share of funds arising under said act be disbursed to the counties in any other

manner than the purchase of bonds? Does the act require amendment? If so how, and to what extent?

Copies of act enclosed.

Yours very truly,
W. M. McINTOSH, JR.,
Secretary of the I. I. Fund of Florida.

(Enclosures:)

"February 25, 1884.—The following resolution was presented and passed:

Whereas, As far as the Trustees of the Internal Improvement Fund have been able to ascertain the same, the following are the amounts of the bonded indebtedness of the city and counties mentioned in an act entitled "An act for the relief of Jacksonville and the Counties of Baker, Bradford, Columbia, Suwannee, Madison, Jefferson, Duval and Leon," approved February 16, 1883, to wit:

Leon County.	\$ 70,000.00
Jefferson County.	80,000.00
Madison County.	70,000.00
Columbia County (inclusive of Baker, Bradford and Suwan- nee)	90,000.00
City of Jacksonville.	10,000.00
	<hr/>
	\$320,000.00

It is Ordered. That the Treasurer be, and he is hereby authorized to receive in payment for the lands appropriated by said act, the bonds of said city and counties in the proportion of the indebtedness ascertained as aforesaid, and to invest any surplus funds he may receive for said lands in the bonds of said city and counties in the same proportion at their lowest cash value."

"Chapter 3474—(No. 62.)

An act for the relief of Jacksonville and the Counties of Baker, Bradford, Columbia, Suwannee, Madison, Jefferson, Duval and Leon.

Whereas, By the original terms known as the Internal Improvement Act of the State of Florida, aid to construct railroads was limited to ironing and equipment of the roads, after the location and grading was accomplished, and such aid was then also limited to the grant of alter-

nate sections for six miles on either side of roads constructed thereunder, in so far as the grant of lands were made.

And whereas, The City of Jacksonville, the County of Columbia (now the counties of Columbia, Bradford, Baker and Suwannee), the County of Madison, the County of Jefferson, and the County of Leon, in order to locate and grade the road now running from Jacksonville to Chattahoochee, issued certain bonds of the said city and said counties:

And whereas, By the accidents and disasters of war and the consequent depression of business enterprises, the said railroad, which would have furnished said City and counties and their property-holders with the value of such bonds, have been sold to satisfy the first lien thereon reserved to the Internal Improvement Board, and has passed into hands foreign to the original corporators, whereby said bonded debt has been left upon said city and counties, without any stock in the said road, or any compensation of any value resulting to the said city and counties to reimburse their taxpayers for the payment of said bonds.

And whereas, By the operations of said act, and by other provisions of law, there has been given in aid of other railroads, not only for ironing and equipping the same, but for locating and grading them also, a grant of lands from the said source three or four times larger in area and value than was given to the said road from Jacksonville to Chattahoochee whereby all the roads contemplated by the system of said act, and many others so aided by the fund, have been constructed or so provided for as to guarantee their construction:

And whereas, After the completion of these roads there will be left of the fund a fraction of the original grant to the State for Internal Improvement purposes proper and from lands in said counties accruing to the State under the Swamp Land grant for reclamation from the General Government an area of land which in equity and good conscience should be applied to the purchase of the bonds of the said city and counties; therefore,

The people of the State of Florida represented in Senate and Assembly, do enact as follows:

Section 1. That the one hundred and seventy-five thousand nine hundred and fifty (175,950) acres, or what-

ever there may be of the Internal Improvement lands proper now undisposed of be, and they are hereby granted, appropriated and set aside for the purpose of liquidating said debt..

Section 2. That all the swamp and overflowed lands now owned and which may hereafter be acquired by the State under the act of Congress of September 28, 1850, in the Counties of Duval, Baker, Bradford, Columbia, Suwannee, Madison, Jefferson and Leon; not heretofore granted or conveyed be, and the same are hereby appropriated and set aside for the purpose of paying off, liquidating discharging and canceling said bond indebtedness, or so much thereof as may and will be amply sufficient to fully and duly pay off, liquidate, discharge and cancel the same.

Section 3. That the Trustees of the Internal Improvement Fund be, and they are hereby authorized, empowered and required to receive in payment of any person or persons, corporation or corporations, who may desire to purchase any of the Internal Improvement and Swamp lands hereby granted said city and county bonds and coupons, at such price per acre as may be fixed upon by them, not less than appraised value, the said Trustees, and in such quantities as may be agreed upon, and any person or persons, corporation or corporations, may purchase any of said lands by turning over and delivering to said Trustees such bonds or coupons the same as for cash; and said bonds and coupons when so received by said Trustees, shall be canceled and turned over to the aldermen of said city and County Commissioners of said counties:

Provided, That said Trustees shall receive such city and county indebtedness only in the proper proportion of the indebtedness of said city and each county, to the end that the debts of the various counties and said city shall receive a pro rata reduction.

Section 4. That the Trustees as aforesaid are hereby authorized, empowered and required, to purchase, at the lowest cash price, said city and county bonds and coupons, with the surplus money arising from the sale of said Internal Improvement and swamp lands as hereinbefore mentioned, and to immediately cancel the same and turn the same over to the Aldermen of said city, and County Commissioners of said counties, until all said

bonds and coupons are paid off, liquidated, discharged and canceled.

Provided, That a pro rata amount of said city and each county so indebted be paid and canceled.

Section 5. That the lands granted by this act, by whatever name or description, shall be sold to actual settlers on the same, to the amount of one hundred and sixty acres, should such settlers propose to purchase the lands at the same prices as fixed upon in preference to any and all other applicants to purchase the same, for the term of one year from the passage of this act.

Approved February 16, 1883."

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,

April 18, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Hon. W. S. Jennings appeared before the Trustees and presented certain Columbia and Baker County bonds and requested payment thereof under the act of 1883, known as the act for the relief of bonded counties. After consideration thereof action thereon was postponed until an opinion was given by the General Counsel, in accordance with the request of the Trustees of the 17th inst.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,
April 24, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following communications were received and ordered spread upon the minutes:

"Jacksonville, Florida,
April 11, 1905.

Trustees of the Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:—

Under date of the third instant, your secretary transmitted certain papers at your instance, requesting "That the matters referred to be investigated by myself and the other counsel for the Trustees, to the end that the Trustees may be advised as to their powers and duties in relation to the question of toll on the Canal of the Florida Coast Line Canal and Transportation Company."

In reply thereto, I beg to advise that I have communicated with Messrs. R. W. Williams, Bryan and Bryan, counsel for Trustees, on the subject, furnishing them with a copy of the letter referred to, for their information and consideration.

And further, that I have carefully examined Chapter 610 Laws of Florida, approved January 6, 1855, the Governor's message transmitting the report of the former Board of Trustees of the Internal Improvement Fund recommending the adoption of Chapter 610 by the Legislature, the former reports of members of the then Board of Internal Improvement Fund, Chapter 1639, approved August 8, 1868, Section 12 of said Chapter having been brought forward in the Revised Statutes of 1892 as Section 2249. Letters patent issued to the Florida Coast Line Canal and Transportation Company on the 23rd day of May, 1881. The Second Letters Patent issued to the Florida Coast Line Canal and Transportation Company, August 3, 1881, together with Articles of Association and charter, as issued under the general incorporation law, and additional articles of association of the Florida Coast Line

Canal and Transportation Company, dated June 27, 1882, The minutes of the Trustees of the Internal Improvement Fund touching the matters relating to the Florida Coast Line Canal and Transportation Company from the date of its Articles of Incorporation, May, 1881, to the present date. I have also examined the Minutes of the Trustees of the Internal Improvement Fund covering the same period of time, namely from May, 1881, to date, touching the powers and duties and action of the Trustees in relation to canals, their navigation and control.

And further, the legislative enactments and extensions of alleged land grants to said Florida Coast Line Canal and Transportation Company, touching the powers and duties of the Trustees; said laws being:

Chapter 3641, Act of 1885

Chapter 3995, Act of 1889

Chapter 4283, Act of 1893

Chapter 4284, Act of 1893

Chapter 4623, Act of 1897

Chapter 4846, Act of 1899

Chapter 5279, Act of 1903

Laws of Florida.

The Constitution of the State of Florida, and other authorities.

(1) I find that the Trustees have not, during the long period of the Internal Improvement Fund, exercised any power or duties relating to the question of toll on any canal company.

(2) That there does not appear to be any powers vested in the Trustees, nor duties imposed upon them, relating to the question of toll on the canal of the Florida Coast Line Canal and Transportation Company, other than the reference made thereto under Section 12 of Chapter 1639, approved August 8, 1868, Laws of Florida, Section 2249 Revised Statutes, in these words: "The presidents and directors of any canal or navigation company are authorized to agree on such rates or tolls for the use of such navigation as they may deem reasonable and as shall be approved by the Board of Trustees of the Internal Improvement Fund."

That this law is effective, which is not admitted, was abrogated by Section 30, Article 16, of the State Constitution of 1885, which reads in part as follows: "The Legislature is invested with full power to pass laws for the

correction of abuses, and to prevent unjust discrimination and excessive charges by persons and corporations engaged as common carriers, or performing other services of a public nature; providing adequate penalties, etc."

That the incorporating Section 12 of Chapter 1639, Act of 1868, into the Revised Statutes (Section 2249) 1892, may have been intended as an enactment of the provisions therein contained, or if so these powers and duties have been repealed, being subsequently vested by the Legislature in the Railroad Commissioners under Chapter 3746, approved June, 1887, Chapter 3862, Acts of 1889, Chapter 3863, Acts of 1889, and laws amendatory thereto, in which this language is employed: "That it shall be unlawful for any common carrier subject to the provisions of this act, to make any unjust discrimination in its rates or charges of tolls, or compensation, etc." Section 4, Chapter 3746, approved June, 1887, and all acts amendatory thereto were repealed by Chapter 4068, Laws of Florida, approved June 13, 1891, Chapter 4549, Laws of Florida, approved May 8, 1897, re-enacted the substance of Section 4, Chapter 3863, Laws of Florida, which Chapter 4549 was revised and amended by Chapter 4700, Laws of Florida, approved June 3, 1899, which provides among other things "That if any railroad, railroad company, or other common carrier, as aforesaid, shall make any unjust discrimination of rates or charges of toll or compensation, etc."

(4). Therefore, it is my opinion that the Trustees of the Internal Improvement Fund have no power or duties to perform touching or concerning the approval of toll rates fixed by the Florida Coast Line Canal and Transportation Company. This appears to me to answer the question propounded relating to the question of toll of the Florida Coast Line Canal and Transportation Company.

Yours very truly,

W. S. JENNINGS."

Jacksonville, Florida.

April 12, 1905.

Trustees of the Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:—

I am in receipt of a letter from your secretary dated the sixth instant, enclosing copy of your minutes of a meeting

held on the fifth instant requesting "The counsel for the Trustees to consider the resolutions and the reports referred to and inform the Trustees at the earliest possible moment as to the advisability of bringing suit against the various railroad and canal companies for the recovery of the indebtedness referred to, or, as to such other method or procedure in relation thereto as in the judgment of said counsel may be deemed best."

The resolution and reports referred to being Senate Resolution No. 9 Session of the Legislature of 1889, which provides for the appointment of a committee to investigate and report as to the proportion of the indebtedness of the various land grant railroad and canal companies on account of the lien or indebtedness existing at the time the lands were granted to such railroad and canal companies, which provides among other things, "That when large grants of land were made by the Legislature of the State of Florida to corporations, in some cases exceeding three millions of acres, said lands were encumbered by the lien created by the Trustees of the Internal Improvement Fund, which amounted to an enormous sum of money. It was the intention of the Legislature, as shown by the acts making the grants, that the corporations to whom the grants were made should, before being entitled to the land granted, have to pay a just portion of said debt of said Internal Improvement Fund. (Page 57, Senate Journal 1889.)

I note further from the copy of the minutes furnished me, the reference made to the committee's report submitted on May 28th, 1889, which appears in the Senate Journal of that year on pages 750 to 763 inclusive, which report shows that the committee estimated that the railroad and canal companies were indebted to the Trustees of the Internal Improvement Fund in the sum of one million five hundred and six thousand nine hundred and thirty-six dollars and fifty-one cents. That in 1891 the Legislature passed Senate Joint Resolution No. 1, directing and empowering the Attorney General to institute legal proceedings to compel settlement of any indebtedness to the State by the different railroad and canal companies, which resolution appears on page 212 of the Acts of 1891. That in 1893 the Attorney General called attention to the fact that the joint resolution of 1891 had been considered by him, and suggested that the proceedings should be

in the name of the Trustees of the Internal Improvement Fund of the State of Florida, in view of the fact that the title to the land was vested in the Trustees, and any funds or lands recovered would inure to the benefit of and become a part of the trust held by said Trustees. Granting, for the purposes of the opinion, that the Attorney General's suggestion referred to, was in accordance with the law on the subject as stated, I shall address myself to the main question, namely:

"To inform the Trustees as to the advisability of bringing suits against the various railroad and canal companies, for the recovery of the indebtedness referred to, or to such other method or procedure in relation thereto as in the judgment of said counsel may be deemed best."

The Senate Resolution No. 9 referred to, appears to have been based upon the theory that large grants of lands were made by the Legislature of Florida to corporations, in some cases exceeding three million acres; that said lands were encumbered by the lien created by the Trustees of the Internal Improvement Fund, which amounted to an enormous sum of money; that it was the intention of the Legislature, as shown by the acts making the grants, that the corporations to whom the grants were made, should, before being entitled to the lands granted, have to pay a just portion of said debt; that the committee estimated that said corporations were indebted to Trustees in the sum of one million five hundred and six thousand nine hundred and thirty-six dollars and fifty-one cents.

An analysis of the basis upon which the estimate rests, in my judgment will show that the premises upon which this resolution, committee report, and estimated indebtedness exists are not well founded.

(1) In the first place the resolution assumes that the Legislature has the power and authority to grant lands and that the Legislature did grant lands to railroads and canal corporations.

This, in my opinion, was an erroneous assumption. The Legislature of 1854 enacted a law which was approved January 6, 1855, Chapter 610, Laws of Florida, entitled "An act to provide for and encourage a liberal system of internal improvements in the State," which provides, among other things, that so much of the five hundred thousand acres of land granted to this State for internal improvement purposes, by an act of Congress passed on

the third day of March, A. D. 1845, as remains unsold—also all the swamp lands or land subject to overflow granted to this State by act of Congress, approved September 28, 1850, are hereby set apart and declared a distinct and separate fund to be called the Internal Improvement Fund of the State of Florida, and are to be strictly applied according to the provisions of this act (Sec. 1). That for the purposes of assuring a proper application of said fund for the purposes herein declared, said lands and all the funds arising from the sale thereof, after paying the necessary expenses of selection, management and sale, are hereby irrevocably vested in five Trustees, to-wit:

“In the Governor of this State, the Comptroller, the Attorney General, the Register of State Lands, and their successors in office, to hold the same in trust for the uses and purposes hereinafter provided, with the power to sell and transfer said lands to the purchasers and receive payment for the same and invest the surplus moneys arising therefrom, from time to time,” etc., (part Sec. 2). Said act further provides, among other things, that the Trustees and their successors shall perform certain duties and trusts, in the payment of certain coupons on railroad bonds which were secured by a pledge endorsed thereon by the Trustees; to fix the price of public lands included in the trust. And the further trust, to be performed by the Trustees, of making such arrangements for the drainage of the swamp and overflowed lands as in their judgment may be most advantageous in the settlement and cultivation of the land (Sec. 16). These lands being the land referred to in Senate Resolution No. 9 and in the committee’s report appointed thereunder upon which the committee’s estimate is placed, were irrevocably vested in the Trustees for the purposes set forth in said act, long prior to and at the date of said resolution, report and estimate, subject to the trusts therein set forth, which trusts have not been discharged.

And therefore, the alleged land grant was not a grant in law or in fact, but merely an inchoate right subject to all of the trusts set forth in said Chapter 610 Laws of Florida, and was therefore inoperative.

“Any and all grants of lands other than the alternate sections within the usual six mile limit made or that may be made by any act shall be subject to the rights of all creditors of the In-

ternal Improvement Fund and to the trusts to which said fund is applicable and subject under the act approved January 6, 1855, and the control, management and sale and application of said fund and the lands constituting the same by the Trustees of the Internal Improvement Fund for the purposes of said trust under said act." Section 440, Revised Statutes of Florida, 16 Fla., 531-543; 4 Wal. 155.

The duty to drain is one of the trusts in the act, and this supports the validity of the act by which all the lands were granted by the United States to the State to be used for drainage and reclamation as far as necessary. 15 Florida, 384. The Internal Improvement Fund is a public fund vested in the Trustees for certain specified purposes and cannot be diverted to other purposes. The careful consideration of the entire Internal Improvement Fund Act and the decision constituting it, 10 Florida 112-81 Am. Decision 194, Fla. vs Anderson 91 U. S. 667; Vose vs. Read, 54 N. Y. 657; "Satisfy us that the views above expressed are entirely correct," is the language of Supreme Court. Text 119, 43 Fla.

These (Internal Improvement) lands were vested in five Trustees. The duties of these Trustees as to the management and investment of the trust funds were prescribed in said act in relation to the manner in which these trusts should be administered and directing the means through which these lands should be made useful to the fund that they should make such arrangements for the drainage of the swamp and overflowed lands as in their judgment was most advantageous to the Internal Improvement Fund, that these swamp and overflowed lands, therefore, are a trust estate and it is the duty of the Trustees under this act to improve the trust property by drainage. Trustees vs. Gleason, 15 Fla., Text, page 398.

Whether or not former Trustees have exceeded their authority and executed and delivered deeds to corporations or individuals for purposes other than contemplated by law, upon which the recovery of lands so conveyed or of damages from said grantees for the value of said lands could be based, involves questions of fact peculiar to each deed so executed and the circumstances surrounding each conveyance, which are not furnished in your inquiry.

Therefore, it is my opinion that the land grants referred

to in Senate Resolution No. 9, submitted for consideration, are subject to all the trusts of the Internal Improvement Fund, are inoperative and ineffectual.

That the Trustees, in the exercise of their broad discretion, are not required by law to deed other lands to said corporations under said alleged land grants, and that their present contention, as appears in their answers and pleadings in suits now pending in the State and the United States Courts, instituted by claimants under railroad land grants, are well founded in law, and is the proper remedy and method of procedure to meet the question presented.

Yours very truly,
W. S. JENNINGS.

Jacksonville, Florida, April 22, 1905.

Hon. W. M. McIntosh, Jr.,

Secretary Trustees I. I. Fund,
Tallahassee, Florida.

Dear Sir:

Your favor of the 17th inst., in behalf of the Trustees of the Internal Improvement Fund, requesting that the counsel of the Trustees examine Chapter No. 3474, of the laws of Florida, and give their views as to the proper construction to be placed on the provisions of said act, referring to the land set apart for the purposes of said act, being all of the swamp and overflowed lands granted under act of Congress September 28, 1850, lying in the counties named, the provisions of said act relating to the pro rata amount to be paid to said city and each county named; the investment in bonds issued by the city and counties respectively, the ascertainment of the indebtedness then existing; also referring to the act of 1885, authorizing the counties to issue bonds, and providing for levying the tax to pay the interest and create a sinking fund for the redemption of said bonds, stating that the city and one or two counties named had paid and caused to be canceled all of their bonds, while other counties had failed to levy sinking fund tax, as required by the act of 1885, asking if the Trustees must discontinue distributing a pro rata share to such counties as have retired their bonds, and if not, how the pro rata share of such can be applied, and whether or not the pro rata share

of funds arising under said act can be disbursed to the counties in any other manner than in the purchase of bonds and whether the act requires an amendment, and if so, to what extent, and in reply thereto I beg to advise that I have carefully investigated the questions submitted and find that:

The Congress of the United States passed an act, Chapter 16, entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights, approved September 4, 1841, Pages 453, 454, 455 United States Statutes at Large, Volume 5, which provides, among other things, that there shall be granted to each state specified in the first section of this act (which embraces Florida) 500,000 acres of land for purposes of Internal Improvement." Section 8.

"That the lands herein granted to the states above named shall not be disposed of at a price less than (\$1.25) one dollar and twenty-five cents per acre until otherwise authorized by a law of the United States; and the net proceeds of the sales of said lands shall be faithfully applied to the objects of Internal Improvement within the states aforesaid, respectively, namely, roads, railways, bridges, canals and improvements of water courses, and draining the swamps, etc."

The Congress of the United States passed an act, Chapter LXXXIV, entitled, "An act to enable the State of Arkansas and other states to reclaim the swamp lands within their limits," which provides, among other things "that to enable the State of Arkansas to construct the necessary levees and drains to reclaim the swamp and overflowed lands therein, the whole of those swamp and overflowed lands made unfit thereby for cultivation, which shall remain unsold at the passage of this act, shall be and the same are hereby granted to said State. Section One. That a patent shall issue to said State, and on the patent the fee simple to said lands shall vest in the said State of Arkansas (which was extended to Florida and other states), subject to the disposal of the Legislature thereof: Provided, however, that the proceeds of said lands, whether from sale or by direct appropriation in kind, shall be applied, exclusively, as far as necessary, to the purposes of reclaiming said lands by means of the levees and drains in states (part Section 2), which act was approved Sep-

tember 28, 1850, pages 519-520, United States Statutes at Large, Volume 9.

The Legislature of 1854 enacted a law which was approved January 6, 1855, Chapter 610, Laws of Florida, entitled, "An Act to provide for and encourage a liberal system of Internal Improvements in this State," which provides, among other things, that so much of the five hundred thousand acres of land granted to this State for Internal Improvement purposes by an act of Congress passed on the 3rd day of March, A. D. 1845, as remains unsold; also all the swamp lands or lands subject to overflow granted to this State by an act of Congress approved September 28, 1850, are hereby set apart and declared a distinct and separate fund to be called the "Internal Improvement Fund" of the State of Florida, and are to be strictly applied according to the provisions of this act. Section 1.

That for the purpose of assuring the proper application of said fund for the purposes herein declared, said lands and all the funds arising from the sale thereof, after paying the necessary expenses of selection, management and sale, are hereby irrevocably vested in five Trustees to wit: "In the Governor of this state, the Comptroller, the State Treasurer, the Attorney General, the Register of State Lands and their successors in office to hold the same in trust for the uses and purposes hereinafter provided, with the power to sell and transfer said lands to the purchasers and receive payment from the same and invest the surplus moneys arising therefrom, from time to time, etc." Section 2.

Said act further provides, among other things, that the Trustees and their successors shall perform certain duties and trusts therein set forth. One of the primary trusts to be performed by the Trustees was that of "Making such arrangements for the drainage of the swamps and overflowed lands as in their judgment may be most advantageous in the settlement and cultivation of the land."

Thus it appears:

(1) That the lands granted under Act of Congress, approved September 4, 1841, were vested in the State of Florida for the purposes set forth in said act and subject to legislative disposition.

(2) That the lands granted to the State of Florida

by Act of Congress approved September 28, 1850, granting the swamp and overflowed lands to the State for the purposes therein set forth, were subject to the disposal of the Legislature.

(3) That by act of the Legislature, Chapter 610 Laws of Florida, the lands granted under the two Acts of Congress referred to, namely, Chapters 16 and 84, etc., were "set apart and declared a distinct and separate fund to be called the INTERNAL IMPROVEMENT FUND, and are to be strictly applied according to the provisions of this act." Part of Section One, Chapter 610. It would appear that the Act of Congress granting the 500,000 acres of land to the state for the Internal Improvement purposes is given an erroneous date of approval, that of March 3, 1845; whereas, it should have been referred to as of September 4, 1841, but as the subject matter, namely the acreage of land and purposes of said act of Congress approved September 4, 1841, is set forth and sufficiently identifies the Act of Congress referred to and the lands therein embraced to clearly show the intention of the Legislature to make the grant effective, the two classes of land having been merged into one fund and vested in the Trustees of that fund for the purposes and trusts therein expressed, the conclusion is irresistible that the lands of the "Internal Improvement Fund" were to be used for the same purposes as set forth in said act without distinction.

(4) That the Legislature having granted said lands to the Trustees of the Internal Improvement Fund subject to the trusts hereinbefore referred to, subsequent Legislatures did not have the power nor the lands to grant or dispose of save possibly the residuary interest after the trusts had all been performed and discharged.

Therefore, it is my opinion that the Act of the Legislature, Chapter 3474 Laws of Florida, entitled, An Act for the relief of the City of Jacksonville and the counties of Madison, Leon, Baker, Columbia, Suwannee, Bradford, Jefferson, is subject to all of the trusts contained in Chapter 610 Laws of Florida. The Constitution of the State of Florida, of 1868, in force when Chapter 3474 was adopted, contained a provision as follows:

"The Legislature may provide for the donation of the public lands to actual settlers. But such donation shall not exceed 160 acres to any one person." Section 11.

This provision was presented in a plea by the Trustees to the bill filed against them by the Florida East Coast Railway Company in the Second Judicial Circuit in and for Leon County, wherein the same question presented in your enquiry was involved and the Court sustained the plea. Therefore, it is my opinion that the act referred to in Chapter 3474, Laws of Florida, is in contravention of the above provision of the Constitution.

Second: That Chapter 3474 is inoperative and ineffectual.

Having arrived at this conclusion, it would not seem necessary to consider the statute of 1883 further. But having examined its provisions, I have reached the conclusion that the plan of distribution under the provisions of said act would be a pro rata amount to the said city and each county in proportion to the indebtedness of each at the date of said Act. That said Chapter 3474 should be construed in its entirety and could not be construed with the act of 1885 authorizing the counties to issue bonds providing for tax levy to pay the interest and create a sinking fund for the redemption of said bonds for the reason that the law makers in considering Chapter 3474 could not have considered the Act of 1885 or its provisions in providing for the sale and disposition of the lands, the plan of distribution and the application of the fund as set forth in said act. Section 2 provides, among other things that the lands herein granted or conveyed "Be and the same are hereby appropriated and set aside for the purpose of paying off, liquidating, discharging and canceling said bonded indebtedness, or so much thereof as may and will be amply sufficient to fully and duly pay off, liquidate, discharge and cancel the same." This, to my mind, is the application of the entire fund received by the Trustees as proceeds from the sales of the lands referred to, pro rata in proportion of the indebtedness of said city and each county; to the end that the debts of the various counties and said city shall receive a pro rata reduction. And this without any regard to other provisions for the payment or redemption thereof. That in the event that the said city and counties, or either of them, have paid or caused to have been paid any portion of said bonds, that such payment would not defeat the receipt of its pro rata; nor the authority vested in said Trustees

by the provision of said Act to pay over to said city or counties said amounts, as the purpose of said act was the application of said fund to the paying off, liquidating, discharging and canceling said bonded indebtedness without any regard to any other provision for the payment of said indebtedness which existed at the date of the approval of said act in 1883.

Yours very truly,
W. S. JENNINGS.

The Trustees then adjourned.
Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Florida, June 14, 1905.

The Trustees met in the Executive office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The account of William B. Farley, counsel for Trustees, in re Kittel vs. Trustees and Trustees vs. Kittel, amounting to \$22.40, was presented and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Florida, June 15, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following resolution was adopted:

"Whereas, The Board of Drainage Commissioners, by resolution, requested the Trustees of the International Improvement Fund to furnish to the Board of Drainage Commissioners lists of all the alluvial and swamp and overflowed lands lying within the Drainage District established by said Board, and to designate on such lists that portion of the said lands now owned by the Trustees;

And whereas, The compliance with such request necessitates the expenditure of a sum of money to obtain such information; therefore,

Be it resolved By the Trustees of the International Improvement Fund, that the sum of one hundred dollars be and the same is hereby appropriated, or so much thereof as is necessary to employ clerical aid in furnishing such information."

The Governor submitted to the Trustees a letter from Geo. F. Miles, of the East Coast Canal Company, relating to the Canal Company's claim under legislative land grant to lands in the State of Florida, and the Governor's veto message upon the bill which passed the Legislature relating to an extension of the time in which said canal was to be completed.

It was ordered by the Trustees that the secretary communicate with Mr. Niles and request him to submit to the Trustees, in writing, whatever proposition he desires to make to the Trustees of the Internal Improvement Fund of the State of Florida.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, June 16, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

A communication from the Assistant Commissioner of

the General Land Office at Washington, D. C., was presented and read by the Commissioner of Agriculture and it appearing therefrom that, under the regulations of the Commissioner of the General Land Office, the lands selected by the State as swamp and overflowed under the Act of Congress of September 28th, 1850, and embraced in swamp land lists No. 114 and 115, will not be examined by an agent of that department until an unconditional certificate of the waiver of the rights of the State is issued as to any and all lands embraced in the townships covered by swamp land lists Nos. 114 and 115; it was resolved by the Trustees of the Internal Improvement Fund of the State of Florida that Hon. B. E. McLin, Commissioner of Agriculture of the State of Florida, be and he is hereby fully authorized and empowered, on behalf of the Trustees of the Internal Improvement Fund of the State of Florida, to certify to the unconditional waiver of the right of the State of Florida to claim any land under the Act of September 28, 1850, embraced in the townships hereinafter mentioned, except the particular land described as follows:

Tp.	R.	Tp.	R.	Tp.	R.
2 N	12 E	1 N	13 W	1 N	18 W
4 N	27 E	2 N	13 W	1 N	19 W
1 N	8 W	5 N	13 W	6 N	22 W
2 N	8 W	7 N	13 W	19 S	25 E
1 N	9 W	1 N	14 W	21 S	25 E
1 N	10 W	2 N	14 W	19 S	26 E
2 N	10 W	3 N	14 W	20 S	26 E
1 N	11 W	4 N	14 W	21 S	26 E
2 N	11 W	1 N	15 W	4 S	27 E
1 N	12 W	2 N	15 W	4 S	28 E
2 N	12 W	1 N	16 W	19 S	28 E
3 N	12 W	1 N	17 W	20 S	28 E
4 N	12 W	2 N	17 W	19 S	29 E
2 S	8 W	1 S	12 W	1 S	22 W
7 S	8 W	2 S	12 W	1 S	23 W
1 S	9 W	4 S	12 W	2 S	23 W
3 S	9 W	5 S	12 W	9 S	9 E
4 S	9 W	6 S	12 W	4 S	23 E
6 S	9 W	1 S	13 W	5 S	23 E
7 S	9 W	2 S	13 W	6 S	23 E
1 S	10 W	3 S	13 W	7 S	23 E

Tp.	R.	Tp.	R.	Tp.	R.
2 S	10 W	4 S	13 W	8 S	23 E
3 S	10 W	1 S	14 W	4 S	24 E
4 S	10 W	2 S	14 W	5 S	24 E
5 S	10 W	3 S	14 W	4 S	25 E
8 S	10 W	1 S	15 W	5 S	25 E
1 S	11 W	2 S	15 W	6 S	25 E
2 S	11 W	4 S	15 W	7 S	25 E
4 S	11 W	1 S	18 W	4 S	26 E
5 S	11 W	1 S	19 W	20 S	27 E
6 S	11 W	2 S	19 W	23 S	27 E
7 S	11 W	1 S	20 W	24 S	27 E
8 S	11 W	2 S	20 W	22 S	28 E
9 S	11 W	1 S	21 W	23 S	28 E
24 S	28 E	20 S	30 E	21 S	31 E
20 N	29 E	21 S	30 E	22 S	31 E
				20 S	32 E

It appearing that Allen Campbell has applied to purchase at one dollar per acre certain swamp and overflowed land in Section 29, Tp. 4 S., R. 29 E., aggregating 384.01 acres, and has exhibited affidavits of two citizens setting forth that "All the timber on said lands has been boxed and is now being worked for turpentine; that part of said lots are covered with scrub and a part lies in the swamp and there is no timber of value in the swamp; that all the land in said lots is now flat land, principally too wet for cultivation; that the land is of poor average quality and is not worth more than one dollar per acre." It is therefore,

Resolved, That the salesman be, and he is hereby authorized to sell said land to the said Allen Campbell for the sum of one dollar per acre.

The following communication from F. B. Bell, State Agent, was presented and read:

"Tallahassee, Florida, May 17, 1905.

To the Honorable Trustees of the Internal Improvement Fund of Florida:

I beg to submit the following report of cypress logs rafted and sold to mills at Apalachicola, Florida.

These logs are from the lands now in litigation between the Trustees and the representatives of the late Joseph J. Kittel.

This money I have deposited in the Capital City Branch

Bank at Apalachicola, Florida. I desire an order of the Trustees directing me to leave said money in said bank pending the litigation, as Mrs. Kittel demands the money sent her, or paid over to her or her order.

Report of logs and amount of sale :

Logs taken this last spring's high water from Section 33, Tp. 4 S. R. 9 W., and Section 4, Tp. 5 S., R. 9 W., "Mocasin Slough Island," on Cut Off Island, Calhoun County, that were deadened and mostly cut by Chas. Walker and R. E. Armstrong under claim that the above described lands belonged to the Forbes Purchase and not to the State of Florida. Under order of the Trustees of the Internal Fund, I took charge of said logs as State Agent, and for better protection of same, had them taken out, rafted and drifted, scaled and sold.

Number of logs sold, one lot of 99 to Cypress Lumber Company, scaled 36,370 feet at \$15.00 per M feet, brought\$545.58

Less expenses of labor and scale fees.... 186.39

Net proceeds\$359.19

Second lot of logs sold to Coombes & Co.,

at \$15 per M feet, scaled 23,433 feet,

brought\$351.49

Less expenses of labor and scale fees and

towage\$125.31

Net proceeds\$226.18

Net proceeds from first lot of logs 359.19

Total in bank\$585.39

I attach letter from Mrs. Mathilde G. Kittel of May 10, 1905.

Respectfully submitted,
F. B. BELL, State Agent.

After considering the foregoing letter it was

Resolved, That F. B. Bell, State Agent, be directed to remit to the Trustees of the Internal Improvement Fund the \$585.39 reported by him to have been collected for stumpage from the lands now in litigation between the Trustees and Mrs. M. G. Kittel, and that said sum of

money, when received by the Trustees, will be set apart and held subject to the determination by the courts of the question of ownership of the lands.

A letter was read from Arthur T. Williams stating that his father, M. A. Williams, had entered a piece of land on his commission account in 1877, which had been selected as swamp and overflowed land by the State of Florida and that the United States had recently rejected the selection and refused to issue patent to the State on the ground that said land was not swamp and overflowed, within the meaning of the Act of Congress of September 28, 1850, thereby rendering the deed issued by the State null and void, and the said A. T. Williams requested that he be reimbursed for the purchase price of said piece of land, with interest at the rate of 8 per cent. per annum. Upon motion the request was denied and the letter ordered to be filed in the salesman's office.

A communication was presented and read from Frank E. Saxon, on behalf of his wife, asking that the Trustees take such action as will remove the apparent cloud from the S. E. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ of Section 35, Township 22 S., R. 19 E., and it appears from a letter dated April 19, 1905, from the General Land Office, that the described land was embraced in List No. 6, approved to the State April 10, 1851, and that the same land was patented by the United States to A. A. Crum, and further, that on May 23, 1881, the State was allowed indemnity therefor.

It appearing, therefore, that the State has been compensated for the land in question and that the original purchaser from the United States or his heirs or assigns is entitled to a quit-claim deed from the Trustees in order that the apparent cloud caused by the selection of the land under Act of Congress of September 28, 1850, may be removed, the salesman is hereby authorized and directed to have such quit-claim deed to said land prepared and executed upon a verification of the statement by the Assistant Commissioner of the General Land Office that the State had received indemnity therefor in List No. 17 on the 23rd day of May, 1881.

W. J. Hillman applied to purchase 79.84 acres of I. I. land located in Washington County at one dollar and twenty-five cents per acre, and it appearing from evidence submitted that the land was largely swamp and overflowed, and that the price offered was adequate, the sales-

man was authorized to sell the same at the price offered.

A letter was read from Honorable W. G. Robinson, Register of the U. S. Land Office, asking if the Trustees are willing to make a formal waiver of certain described lands which were selected by the State in Lists No. 114 and 115, but had prior to the selection thereof been entered by individuals. After consideration it was decided that no such waiver would be issued and that the letter be filed.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, June 24, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

It was ordered that Hon. W. S. Jennings, general counsel, be paid the sum of two thousand five hundred dollars (\$2,500) account professional services and that his expenses in attending court from time to time in the interest of the Trustees in the sum of (\$238.66) two hundred and thirty-eight dollars and sixty-six cents be also paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, July 12, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. S. I. Wailes appeared before the Board and pre-

sented a certified copy of a patent issued by the United States of America to the State of Florida, embracing 82.15 acres of land, dated 24th day of May, 1905, said patent reciting that it was made in pursuance of an Act of Congress of June 9, 1880, and a relinquishment by the State of Florida of claim to certain swamp and overflowed lands lying within what was known as the Palatka Military Reservation in Florida, which swamp and overflowed lands were homesteaded by settlers and patents issued thereon by the United States Government, said patent No. 3 reciting that special certificate No. 3, dated November 14, 1885, was issued by the Commissioner of the General Land Office, authorizing the State to locate 137.46 acres of land as part of the indemnity contemplated by said act of which 82.15 acres were embraced in said patent.

Mr. Wailes asked the Board for a deed to be made to one Elnathan T. Field for the 82.15 acres embraced in said patent, claiming the same by virtue of his contract with the Trustees heretofore made, by which said Wailes was to receive as compensation twenty per centum of the swamp and overflowed land selections made by him in behalf of the State of Florida.

Mr. S. I. Wailes failed to submit to the Board any evidence that said certificate No. 3 had ever been transferred to him by the Trustees in payment for his services as aforesaid, and the Board thereupon decided that in the absence of such evidence it would decline to consider his application for the deed as above stated.

Mr. T. L. Clarke appeared before the Trustees and submitted a communication to the effect that pursuant to the action of the Trustees heretofore taken on December 19, 1904, that a reasonable attorney's fee be paid to Mr. T. L. Clarke, as special counsel in certain cases in which the Honorable John W. Malone was interested in DeSoto County, Florida, and in which the title to certain lands heretofore deeded by the Trustees to Honorable John W. Malone was involved.

That a trial of said cause was had in the Circuit Court in DeSoto County, in February, 1904, which resulted in the verdict and judgment in favor of said Malone sustaining the Trustees' title. That notice of a writ of error to the Supreme Court was given by the defendants, but the appellate proceedings had been abandoned and the defendant has acquiesced in the judgment of the Court.

Thereupon it was considered by the Trustees that the sum of \$400 was a reasonable compensation to be paid to Mr. T. L. Clarke, pursuant to the terms of said resolution adopted by said Trustees on December 19, 1904.

Thereupon, the Board ordered that the sum of \$400 be paid to Mr. T. L. Clarke as compensation for his services and expenses as aforesaid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, July 13, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Messrs. E. J. L'Engle, O. B. Wisner, J. A. Crawford and I. W. Welch appeared before the Trustees and submitted a proposition on behalf of the Wisner Land Company, hereafter to be organized, to the effect that the following named railroad companies or their assigns would convey to the Trustees their claim to land granted to said railroads, to-wit: Florida Southern, J. T. & K. W., S. S. O. & G. and South Florida, and that the Trustees would convey to them 75 per cent. of said land in one body to be in the Everglades. The Trustees thereupon declined to entertain the proposition in the above form and requested the above named gentlemen representing the said Wisner Land Company to be hereafter organized, to submit their proposition in concrete form, setting out in detail the number of acres claimed by said railroads under land grants, the number of acres deed and the balance claimed to be due, apportioned to each railroad as the same appears under the respective land grants.

Mr. Croom stated to the Trustees that there were in the First National Bank of Tallahassee \$10,000 and in the First National Bank of Madison \$10,000 unsecured, and requested that he be directed to transfer said amount to

those banks which have funds of the Trustees deposited with them under security, in accordance with the statutes.

Mr. Ellis moved that the secretary be requested to correspond with said banks, calling attention to the rule of the Trustees requiring security for such deposits. Provided this resolution does not apply to such banks as have heretofore been required to furnish such security and up to the present time have declined to furnish such security, which was adopted.

Hon. W. S. Jennings submitted a communication relative to the case of Neil G. Wade, appellant, and the Atlantic Lumber Company, appellee, which suit is now pending in the Supreme Court of Florida and which involves many of the questions involving the powers and duties of the Trustees relating to the trust into which the swamp and overflowed lands of the State are charged. Mr. Jennings states that Mr. W. W. Hampton, of counsel for the appellant, desires the attorney for the Trustees to assist him in such proceedings, that if such order was made by the Trustees a copy of the record should be furnished the counsel for the Trustees. It was therefore ordered by the Trustees that the attorney for the Trustees be requested to assist Mr. Hampton in said cause and that a copy of the record be furnished the attorney for the Trustees, said record to omit the land description.

Mr. Jennings also submitted a communication relating to the taking of testimony in the case of Trustees vs Kittel. That the taking of such testimony be deferred by consent until the settlement of the pleading in the case of Kittel vs. the Trustees, and testimony shall be taken in that case, which was ordered.

Governor Broward submitted a communication from P. A. Vans Agnew as attorney for the United Land Company, relating to the claim of said company to 34,775.30 acres of land claimed to be due to Hamilton Disston and others under contract therein set forth.

Said communication was referred to the attorney for the Trustees, several copies thereof were ordered made and delivered to Governor W. S. Jennings, the original to remain on file.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,
July 15, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The account of Fred W. Kettle for preparing list of lands for assessment for drainage tax, \$67.20, was ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,
July 27, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following resolution was, upon motion of Mr. Ellis, adopted:

Whereas, The Trustees of the Internal Improvement Fund desire a preliminary survey of the levels and soundings of that territory of the State of Florida lying between Lake Okeechobee and the Atlantic Ocean, beginning at a point on the St. Lucie River, as preliminary to the work of building or constructing canals for the purpose of lowering the water level in said lakes, and

Whereas, the said Trustees desire full and complete information as to the topography and geological formation of said territory to a depth of ten feet for the entire distance and securing the surface elevations for said distance, therefore,

Be it resolved, That the Trustees engage the services of

J. O. Fries of Titusville, Florida, County Surveyor of Brevard County, to make said survey from the South prong of the St. Lucie River in a straight line as near as possible to a point in Okeechobee Lake at or near Chancy Bay.

Said Fries shall run a line of levels from the said St. Lucie River to Lake Okeechobee by the most practical route in as direct a line as practicable, with a view to establishing a canal, taking his levels at each one hundred feet, placing a stake at each station, properly numbered, and shall sound with a steel rod at each stake, to a depth not exceeding ten feet, noting the depth of rock if any, and character of soil at each station and to make the necessary maps and profiles from data obtained by the survey showing the surface profile of soil and rock, and topographical notes of the country through which the survey runs, the datum line for the profile to be the mean tide level at the St. Lucie River, the said Fries to employ such men, teams and material as may be necessary and make to the Trustees full and thorough report thereof of all his acts as soon as practicable, costs to be approximately in accordance with the terms of his letter to R. E. Rose, State Chemist, dated July 19, 1905.

Resolved, That the clerk of this Board transmit a copy of this resolution at once to Mr. Fries.

It was ordered that J. O. Fries, the engineer employed by the Trustees, be authorized to draw for one hundred and fifty dollars (\$150.00) for expenses, if necessary.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,
July 29, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

The Capital Publishing Co., for Index to Vols. 4 and 5 and binding 100 copies each of Vols. 4 and 5 in sheep	\$379.00
The Capital Publishing Co. for 500 copies of report of Trustees	59.40
The Capital Publishing Co., for 500 errata slips..	1.50
500 receipt books	3.50
200 land lists and 100 township maps....	12.50
Harry D. Hartt for file cases, tops and bases for secretary of Trustees as per order of Trustees..	139.50
	<hr/>
	\$595.40

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,
August 1, 1905.

At a meeting of the Trustees of the Internal Improvement Fund, held this 1st day of August in the Executive Office, there were present the following members:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

W. H. Ellis, Attorney General.

Commissioner B. E. McLin presented a certified copy of the appointment of S. I. Wailes as Agent of the State of Florida to select from the vacant and unappropriated lands of the United States in Florida 137.46 acres as indemnity provided by act of Congress, June 9th, 1880, in satisfaction of Certificate No. 3 issued by the Commissioner of the General Land Office dated November 14th, 1885, and referred to in Minutes of Trustees of July 12th, 1905.

The following resolution was adopted:

Whereas, The Commissioner of Lands in and for the State of Florida, acting under authority of the Trustees of

November 20th, 1885, transferred said Certificate No. 3 to S. I. Wailes, and

Whereas, Said certificate entered into and formed a part of the consideration of the receipt taken from S. I. Wailes by the Trustees under date of June 8th, 1903, Therefore,

Be it resolved, That the Commissioner of Agriculture be, and he is hereby authorized and directed to prepare for execution to said S. I. Wailes a deed to the lands embraced in said patent, dated May 24th, 1905, containing 82.15 acres and referred to in Minutes of Trustees of July 12, 1905. That the said Wailes be and is hereby required to present to the Trustees all claims of like character which he may have against the Trustees within a reasonable time from this date for final settlement, and that a copy of this resolution be furnished to the Commissioner of Agriculture and a copy to S. I. Wailes.

The Trustees then adjourned until 3:30 p. m.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida,

August 1, 1905.

3:30 p. m.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Trustees executed a contract with Joseph H. Jennings and B. H. Haley, regarding bark from mangrove trees, which contract is as follows:

"This agreement made and entered into this 1st day of August, A. D. 1905, by and between N. B. Broward, Governor, and A. C. Croom, Comptroller, W. V. Knott, Treasurer, W. H. Ellis, Attorney General, and B. E. McLin, Commissioner of Agriculture, as Trustees of the Internal Improvement Fund of the State of Florida, hereinafter referred to as the Trustees, and Joseph Jennings and

B. H. Haley of the County of Dade and the City of Miami, Florida, parties of the second part:

Witnesseth, That the Trustees hereby agree to sell to the said parties of the second part all the mangrove bark on the lands belonging to the Trustees of the I. I. Fund in Monroe County, Florida, on the mainland south of Township 54, at an agreed price of fifty (50) cents per ton for the bark removed by the parties of the second part.

It is herein and hereby expressly agreed that the price of fifty cents per ton is based upon the weight of the green bark as stripped from the trees, and that the parties of the second part do hereby agree to make a return under oath every thirty days after the work under this contract is commenced, setting forth the tonnage stripped during preceding thirty days, and payments to be made upon such statements at the rate of fifty cents per ton for the green bark, as hereinbefore specified.

And the parties of the second part hereby agree to give at least ten days' notice in writing to the Trustees before commencing operations under this contract.

And it is expressly agreed that the Trustees reserve the right to annul this contract upon thirty days' notice in writing to the parties of the second part.

It is further expressly agreed that in the event of the annulment of this contract the said parties of the second part shall have the prior right to make a new contract with the Trustees.

In testimony whereof, the parties of the first and second part have hereunto subscribed their names and affixed their seals, and caused the seal of the Department of Agriculture of the State of Florida to be hereunto affixed at the Capitol, in the City of Tallahassee, Florida, in duplicate, this 1st day of August, A. D. 1905.

Signed and sealed	JOSEPH JENNINGS.	(Seal)
in the presence of	B. H. HALEY.	(Seal)
H. G. Jones.	N. B. BROWARD.	(Seal)
H. H. Hazlett,	Governor.	
M. Aug. Brown,	A. C. CROOM,	(Seal)
W. M. McIntosh, Jr.	Comptroller.	
Seal of the	W. V. KNOTT,	(Seal)
Agriculture	Treasurer.	
Department of	W. H. ELLIS,	(Seal)
of Florida.	Attorney General.	
	B. E. McLIN,	(Seal)
	Commissioner of Agriculture	

Commissioner of Agriculture McLin read a letter from F. B. Bell regarding certain collections from persons removing timber from lands claimed by Kittel, also a letter from Mr. Straley to F. B. Bell, claiming said money for Kittel. It was ordered that the Commissioner of Agriculture make copies of said letters and send same to the attorneys for the Trustees, to-wit: W. S. Jennings, Bryan and Bryan, R. W. Williams and W. B. Farley; that the secretary file a copy of this order with the Commissioner of Agriculture.

The following bills were ordered paid on account of the Drainage Commissioners:

C. D. Robertson.....	\$ 1.50
Miss Gussie Chittenden	13.55
J. T. G. Crawford	42.00
Misses Minnie May and Pauline Costa....	8.60
George Greenhow	17.50
R. A. Shine	23.75

The above accounts were for services rendered in listing lands for Drainage Commissioners, subject to acreage tax provided by act of 1905.

The matter of the purchase of dredges with which to cut the drainage canals in the Everglades was submitted to the Trustees by Governor Broward. Mr. F. H. Niles, representing the Featherstone Foundry and Machine Company, of Chicago, Illinois, appeared before the Trustees and exhibited blue prints, drawings and specifications of dredges which have been built by said company and which are now being constructed by it. The Governor submitted to the Trustees several propositions from other companies engaged in the business of manufacturing dredge boat machinery.

After some discussion it was ordered by the Trustees that a committee of two be selected by the Trustees to go to Chicago, Illinois, and prepare contracts with either the Featherstone Foundry and Machine Company or some other company for the manufacture of dredge boat machinery for two dredge boats of such capacity as to the committee may seem necessary to secure the maximum of efficiency in the work contemplated. That before entering into such contract or contracts the committee shall make a careful examination and inspection of the latest approved dredge boat machinery, and if they deem it

necessary may engage the services of expert machinists and draughtsmen, to the end that the latest approved, best and most efficient machinery shall be purchased, which can with reasonable diligence be secured for the purpose desired in the State, viz: the cutting of canals and drains in the enterprise of draining and reclaiming the Everglades.

The said committee shall submit said proposed contract or contracts to the Trustees for their ratification and approval and such contract shall, before it becomes effective and binding upon the Trustees, be ratified and approved and executed by them.

That the actual traveling expenses of said committee, including the fees paid for the services of machinists and draughtsmen who might be employed by said committee, shall be paid out of the Internal Improvement Fund.

That Governor N. B. Broward and Attorney General W. H. Ellis be, and they are hereby appointed to serve as such committee, and are hereby directed to proceed at their earliest convenience to execute the foregoing commission.

That the sum of two hundred dollars be paid into the hands of W. H. Ellis, with which to pay the expenses of said committee to Chicago and return.

That each committeeman shall submit, upon his return, an itemized statement of the expenses incurred upon said trip.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,
August 5, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

A communication was presented from the County Commissioners of Madison County, requesting the surrender of Madison County bonds purchased by the Trustees un-

der Act of 1883, Chapter 3474, of the Laws of Florida, and the secretary was directed to have all such bonds ready for cancellation at the next meeting of the Trustees, so that they can be forwarded to the County Commissioners of the different counties.

The personal bond executed by the First National Bank of Madison to secure certain deposits in said bank made by the Trustees was presented and the Trustees declined to accept the same. It was ordered that hereafter no personal bond will be considered as security for funds deposited by the Trustees and that the secretary notify banks that have executed such personal bonds that a reasonable time only will be allowed for the substitution of United States, State, county or municipal bonds, for such personal bonds, and in the event that satisfactory bonds are not so deposited with the Trustees within a reasonable time the deposits made by them will be withdrawn.

It was ordered on the 22nd of July, 1905, that the Honorable B. E. McLin offer the Lot No. 1, Section 36, Township 19 South, Range 31 East, 21.45-100 acres Internal Improvement land to Mr. Seth Woodruff at one dollar per acre, and if accepted by said Woodruff the entry would be allowed, and Mr. Woodruff having accepted the offer, the land was ordered to be conveyed to him, upon the payment of the purchase money.

The account of the Capital Publishing Company for mounting map, and for blanks for assessing drainage tax, amounting to \$25.00, was ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, August 11, 1905.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

The following resolution was presented and adopted:

Whereas, It is important that the appendix to the

Minutes of the Trustees of the Internal Improvement Fund should be published at as early date as possible for the use of the Trustees and for the preservation of the important papers, decrees and documents of all kinds relating to the administration of the Trust since 1855. Therefore, be it

Resolved, That the State Comptroller be and he is hereby authorized to employ a stenographer at seventy-five dollars per month to do this work under his supervision; and that the secretary of the Trustees furnish the necessary papers, decrees, documents and data.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, August 18, 1905.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

Duplicate copies of a contract between the Trustees of the Internal Improvement Fund of the State of Florida and the Featherstone Foundry & Machine Company, of Chicago, for the purchase of machinery and fittings complete for two dredges complete as specified in said contracts dated the 14th day of August, A. D. 1905, were submitted, having been sent from Chicago by N. B. Broward, Governor, and W. H. Ellis, Attorney General, for the approval and execution by the Trustees. Upon consideration of the terms of the contract and the terms of the payment, it was:

Resolved, That the same be executed by the Trustees and one copy forwarded to Attorney General W. H. Ellis in Chicago, to be delivered to the Featherstone Foundry & Machine Company upon the execution and delivery to him by the Featherstone Foundry & Machine Company of a good and sufficient bond for the faithful performance of the contract and delivery of the machinery therein specified, as the payments therein specified are largely in ad-

vance, and that a copy of this resolution be forwarded to the Attorney General and a copy attached to the contract.

Mr. Croom asked that he be authorized to purchase a new typewriter for the use of the Trustees and to exchange the old one now used on the best terms possible in purchase of the new one, which was authorized.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,
September 2, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

It was ordered by the Trustees of the Internal Improvement Fund, upon request of B. E. McLin, Commissioner of Agriculture, that Mr. Ollie M. Jacobie, whom he has had at work in the Land Department for the month of August, 1905, be allowed the sum of \$100.00 for services rendered, this 1st day of September, 1905.

It is further ordered that B. E. McLin, as Commissioner of Agriculture, be authorized to employ Mr. Ollie M. Jacobie as a clerk in the Land Department, in place of Mr. John T. Costa, resigned, and at the regular salary of \$100 per month from September 1st, 1905.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida.

September 5, 1905.

At a meeting of the Trustees of the Internal Improve-

ment Fund held this 5th day of September, A. D. 1905, there were present the following Trustees:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Governor Broward made a full report to the Trustees upon the trip made by himself and W. H. Ellis, Attorney General, to Chicago, for the purpose of inspecting machinery for two dredges and making contract for such machinery. Thereupon the following resolution was adopted:

Whereas, The report of N. B. Broward, Governor, and W. H. Ellis, Attorney General, who were heretofore appointed by the Trustees to visit the City of Chicago and inspect machinery for two dredges to be purchased by the Trustees, and to make contract for the same, having been fully made by Governor Broward, and

Whereas, The contracts made by Governor Broward and Attorney General Ellis have been received by the Trustees and examined, and the terms of the same meeting with the approbation and endorsement of the Trustees, therefore be it

Resolved, That the contracts made and entered into with the Featherstone Foundry & Machine Company, for the purchase of machinery and equipments, including special items for two four and a half yard dipper dredges, be, and the same is hereby fully ratified, confirmed and endorsed.

Resolved, That the action of Governor Broward and Attorney General Ellis, in the matter of selecting the machinery for said two dipper dredges and extra material, including spuds and dipper handles, timber, be, and the same is hereby fully ratified, confirmed and endorsed.

Resolved further, That the action of the Governor and Attorney General in arranging for a Scotch type of boiler in lieu of one of the locomotive types of boilers as contracted for, is hereby ratified and the Trustees will pay the difference in cost as may be agreed upon by them.

The following communication was received from Jno. L. Neely, Atty., in the matter of trespass, asking that the Trustees advance him \$500.00, said \$500.00 to be ac-

counted for by him to the Trustees, with itemized statement and voucher.

"September 1, 1905.

Hon. N. B. Broward, Governor,
Tallahassee, Fla.

Dear Sir:—I desire to leave early next week for the counties bordering the Apalachicola and Dead Rivers, for the purpose of getting up data upon which to base damage suits against parties cutting the State's timber along the said rivers. I am informed by Mr. Bell, State agent, that there will be a large number of these suits, involving large sums of money. I want to prepare the cases thoroughly, and will spend some time working them up.

I do not anticipate any trouble in waiving the injunction suit against J. H. Drummond, and I want to institute damage proceedings against him at once.

In order that we may properly handle these matters, I beg to ask that you arrange for the payment of \$500.00, out of which I will pay Mr. Floyd and defray expenses incidental to getting the suits in shape and instituting them.

Very truly yours,

JOHN L. NEELY."

Which was ordered.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, September 14, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

B. E. McLin, Commissioner of Agriculture.

W. V. Knott, State Treasurer.

F. A. Teague appearing before the Trustees in a matter of an agent for selecting swamp and overflowed lands, formerly prosecuted by Samuel Teague, deceased.

Upon motion, after due consideration, it was Resolved, That, I. N. Withers be appointed such agent, and that it also be a part of his duties to look after trespassers upon the lands of the Internal Improvement Fund and

prosecute the claims for such trespass, making monthly reports of his doings and actions to the Trustees of the Internal Improvement Fund. Said I. N. Withers to be paid a salary of \$100.00 per month and legitimte expenses during his absence from home in pursuance of said work, and in addition thereto, 20 per cent. of all moneys collected by him on account of trespass.

This appointment to continue during the pleasure of the Trustees, and to begin at once.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., September 16, 1905.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Attorney General Ellis presented a personal bond of the First National Bank of Madison, as security for unsecured deposit of ten thousand dollars in said bank, and the Trustees declined to accept the same in view of the fact that they had recalled all personal bonds heretofore accepted as security and resolved that in future they would accept no personal bonds.

Upon the action of the Trustees in declining to accept the personal bond tendered by the First National Bank of Madison, the Attorney General requested that his vote be recorded in the negative.

It was decided that the First National Bank of Madison will be allowed thirty days in which to give the kind of security required by the Trustees.

The following resolution was made and adopted:

Resolved, That hereafter all motions and resolutions shall be presented in writing before consideration thereof and that a yea and nay vote be taken and recorded in each case.

The following letter was presented from the general

counsel and by unanimous consent was ordered spread upon the minutes:

"Jacksonville, Florida,
September 9, 1905.

Trustees Internal Improvement Fund of Florida,
Tallahassee, Florida.

Gentlemen:—

In further reply to your letter of April 18th, concerning the lands deeded to the Florida East Coast Canal and Transportation Company in excess of what the company has earned or has become entitled to, and especially those lands deeded as stated lying south of Township 52, I beg to advise that I have made diligent research and have roughly compiled data covering this entire subject from the incorporation of the company, its various alleged land grants, the various resolutions of the Trustees concerning this company's powers, duties and claims, deeds and reservations, and the conclusion reached only confirms the status set forth in the preamble and the correctness of the position taken by the Trustees in their resolution adopted November 22, 1904, as appears in the minutes on this subject.

Since the receipt of this letter the legislative status of this company has been changed by the veto of the extension of its claims under legislative enactments. It is not admitted, however, that this legislation is of any force or effect, but removes this feature which otherwise would have been involved in this consideration, and now that the whole matter is left in the hands of the Trustees for adjustment I deem it sufficient to say in this behalf that I consider it advisable for the Trustees to observe the resolution adopted November, 1904, in declining to execute further deeds to the company until the entire undertaking can be inspected to the satisfaction of the Trustees, and that the lands heretofore deeded in excess of the work done will be taken into the account in an adjustment for work done subsequent to the execution of said deeds and the Internal Improvement Fund recouped out of lands heretofore deeded in excess of earnings, to the end that an equitable adjustment may be had, and the Trustees of the Internal Improvement Fund fully protected.

Yours very truly,

W. S. JENNINGS,
General Counsel."

The following accounts were presented and ordered paid:

To J. J. Hodges, Dep. Clerk U. S. Court, for copy of record in cases for and against the Trustees..	\$ 18.50
To H. T. Felkel, Clerk Cir. Court Leon Co., for copy of record in case of Florida East Coast Railway Co. vs. Trustees, etc.	9.15
To M. H. Mabry, Clerk Supreme Court, for copy of record in case Neill G. Wade, appellant, vs. Atlantic Lumber Co., appellee	10.00
To Wm. B. Farley for expenses of trip to Pensacola in the case of Trustees vs. Kittel and Kittel vs. Trustees	20.67
To R. W. Williams, counsel for Trustees, for amount paid for copy of testimony in case of United States vs. Heitman et al.	4.14
To R. W. Williams, counsel for Trustees, for amount paid for 1 carbon copy testimony, paid to Miss Wauchope .....	.90
The Trustees then adjourned.	

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Florida,
September 18, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The contract made and entered into by and between the Trustees of the Internal Improvement Fund of the State of Florida, and the Featherstone Foundry & Machine Company, a corporation of the City of Chicago, bearing date August 14th, 1905, was submitted and ordered spread upon the minutes, and is in words and figures as follows:

"PROPOSAL AND SPECIFICATION
FOR
DREDGING MACHINERY.

Chicago, Ills., U. S. A.,
August 10, 1905.

Trustees of the Internal Improvement Fund, State of
Florida, Governor N. B. Broward, Chairman.
Tallahassee, Florida.

We propose to furnish and deliver f. o. b. cars, Chicago, Ill., within 90 and 120 days from the date hereof, dredging machinery in accordance with the following specifications, all to be of the best material and workmanship:

Two pairs of No. 3 M. Main Dredge Engines.

These are double engines; the hoisting and backing drums are placed forward of the cylinder in the order named and all are secured on one continuous box-shaped frame.

The cylinders are fourteen inches in diameter and 20 inch stroke; they are jacketed with planished iron secured in place with finished brass bands. Valves are of the balanced type, so arranged as to relieve the pressure thereon to a minimum, and stems are of the "locomotive" type, dispensing with nuts and threads on the inside of steam chests.

Cross heads are proportioned to give large bearing surfaces and are provided with adjustable shoes. Connecting rods are of hammered mild steel of the "marine" type and fitted with heavy brasses and convenient adjustments.

Shafts are of best hammered mild steel; crank shaft being 6 inches, hoisting shaft $7\frac{1}{2}$ inches and backing shaft $5\frac{1}{2}$ inches in diameter. The boxes for crank shaft are provided with quarter brasses and wedges to allow adjustment for wear.

All gearing is of cast steel; $2\frac{1}{2}$ -inch pitch and 7-inch face; main pinion being $15\frac{1}{8}$ inches, hoisting gear 83 inches and backing gear 47 inches in diameter at pitch line. Hoisting and backing gears are fitted with belt frictions of the latest design. The hoisting and backing drums are thrown into friction by means of thrust pins, the latter actuated by steam cylinders. Both ends of the shafts are provided with large aluminum washers and thrust collars.

The hoisting drum is 34 inches in diameter, brass.

bushed, $3\frac{3}{4}$ inches long in the clear between flanges, and grooved for wire rope. The backing drum is 16 inches in diameter, brass-bushed, and $41\frac{3}{4}$ inches long in the clear between the flanges. Both drums are provided with check belts.

The necessary levers to place the machine within the convenient operation of the engineer are provided. These are finished with brass trimmings and fitted with proper latches, springs, quadrants, shafts, boxes, etc. A foot lever is provided for hoisting drum check belt, and an overhead lever for throttle valve.

The steam piping to each cylinder is 4 inches, and is furnished to and including Y; the exhaust piping is 5 inches, and is furnished to and including Y; we also furnish a 6-inch throttle valve.

The cylinders are fitted with large and suitable drip-cocks. Engines are provided with a full set of oil and grease cups, automatic sight feed lubricator and a full set of wrenches for all parts requiring adjustment. Machine is finished in a neat and workmanlike manner. Engines are given a trial run before being shipped.

One pair of engines to be fitted with winch head on backing shaft.

TWO PAIRS OF NO. 2 S SWINGING ENGINES.

These are double reversible engines of the style known as "Drum Swinging" engines. They are compactly and conveniently arranged on a heavy cast iron bed plate of the latest improved box type.

The cylinders are 8 inches in diameter and 12-inch stroke; they are jacketed with planished iron secured in place with finished brass bands. Valves of the "D" slide pattern and stems of the "locomotive" type, dispensing with nuts and threads on the inside of steam chests.

These engines are provided with double eccentrics and links of the "locomotive" type. Rods are of forged steel, with large bearing surfaces where attached to links.

Crossheads are proportioned to give large bearing surfaces and are provided with adjustable shoes. Connecting rods are of hammered mild steel of the "locomotive" type, and fitted with heavy brasses and convenient adjustments.

Shafts are of the best hammered mild steel, crank shaft being 3 7-16 inches, intermediate shaft $3\frac{3}{4}$ inches and swinging drum shaft $4\frac{1}{2}$ inches in diameter. Boxes for

the crank shaft are provided with quarter brasses and wedges to allow adjustment for wear.

Gearing is of cast steel, main pinion being $8\frac{3}{4}$ inches and intermediate gear $39\frac{1}{4}$ inches in diameter at pitch line, $1\frac{1}{2}$ -inch pitch and 4-inch face; intermediate pinions $10\frac{1}{4}$ inches, and main swinging gear $48\frac{1}{4}$ inches in diameter at pitch line, 2-inch pitch and 5-inch face.

The swinging drum is 18 inches in diameter, 12 inches long in the char between flanges and grooved for wire rope. The drum is fitted with a driver which engages the main gear, four cushion springs being provided to avoid shock in reversing.

The steam piping to each cylinder is 2-inch, and is furnished to and including Y; the exhaust piping is $2\frac{1}{2}$ inches and is furnished to and including Y. We also furnish a 3-inch throttle valve, which is so arranged as to work in conjunction with the links.

The cylinders are fitted with large and suitable drip cocks. Engines are provided with a full set of oil and grease cups, automatic sight feed lubricator, operating lever, complete with quadrant and attachments and a full set of wrenches for all parts requiring adjustment. Machine is finished in a neat and workmanlike manner. Engines are given a trial run before being shipped.

TWO NUMBER 3 BOOMS.

The boom will be 70 feet long from pin center to the end, 84-inch depth outside to outside of angles at the center of dipper handle shaft, 12-inch depth at outboard point, and 18-inch at the end of angles and at heel castings.

The chords will be composed of $6 \times 6 \times 1\frac{1}{2}$ -inch angles, well shaped, and where necessary to join shall be fitted with a $6 \times 1\frac{1}{2}$ -inch splice plate 48 inches long. The lacing on all sides of the boom shall be of angles $4 \times 4 \times 1\frac{1}{2}$ inches, well tied together and fitted into place. On each side of the boom at the dipper handle shall be a $\frac{1}{2}$ -inch steel plate 12 feet long, and on top of each side underneath the dipper handle box a $6 \times 1\frac{1}{2}$ -inch plate of same length. At the point of the boom and on each side a plate 14 feet long and $\frac{1}{2}$ -inch thick shall be placed so as to form a gusset plate and support to the sheave boxes. Underneath the dipper handle boxes shall be fastened three braces of $4 \times 4 \times 1\frac{1}{2}$ -inch angles. The bottom chord shall have a

4x4x $\frac{1}{2}$ -inch angle riveted outside and a $\frac{1}{2}$ -inch plate 62 feet long, on the edge of which is placed a 4x4x $\frac{1}{2}$ -inch angle riveted inside.

The two members of the boom are tied together on top by six $\frac{1}{2}$ -inch plates, one 2 feet 5 $\frac{1}{2}$ inches from heel to boom 8 feet long; one 16 feet 6 inches from heel of boom 3 feet long; one 25 feet 6 inches from heel of boom 3 feet long; one 42 feet 6 inches from heel of boom 3 feet long; one 42 feet 6 inches from heel of boom 3 feet long; one 54 feet 6 inches from heel of boom 4 feet long, and one at point of boom 12 inches long. The two members are fastened together on the bottom by two $\frac{1}{2}$ -inch plates, one 2 feet 6 inches from heel of boom 4 feet long; one 18 feet from heel of boom 3 feet long. At point of boom the two members are fastened together by a $\frac{3}{8}$ -inch plate and two 6x6x $\frac{3}{8}$ -inch angles.

All rivets in the boom shall be $\frac{7}{8}$ of an inch in diameter. All work shall be first-class in every particular, everything well fitted and each rivet brought to its proper bearing as is necessary on a structure of this character.

The lower end of the boom shall be stepped into the swinging center casting and held in place by 3-inch pins.

TWO NO. 4 OVERHEAD TURNABLES.

The turntable which is placed on top of truss is 20 feet in diameter and composed of two angles, the bottom angle being 4x3x $\frac{3}{8}$ inches, and the top angle 3x3x $\frac{3}{8}$ inches, both angles being fastened together by a 4 $\frac{1}{2}$ x $\frac{1}{2}$ -inch strip of wrought iron.

The turntable is reinforced with four gusset plates, the same being thoroughly riveted to top angle and so arranged as to receive the swinging and cross timbers.

The turntable center is of cast steel and thoroughly bolted to truss. This casting is so made as to receive the top swinging casting. To the top swinging castings are fastened both the swinging and cross timbers. The swinging timbers are supported on boom by two brackets. Turntable is also provided with the necessary sockets and bracket castings for attaching the swinging cables.

TWO SWINGING DECK PLATES.

The swinging deck plate is so arranged as to receive the boom heels and is mounted on a heavy cast iron apron plate. Deck plate will be provided with two cast steel

swinging sheave brackets; two 39-inch horizontal sheaves and one 39-inch holding down sheave for hoisting rope. Three shafts 3 15-16 inches in diameter of proper length, fitted with adjustable keys and fasteners. All three sheaves brass bushed.

TWO HAWSER PIPES.

The hawser pipe is of a heavy pattern.

TWO SETS OF SWINGING ROPE SHEAVES.

For fair leading the swinging cables from turntable to drum of swinging engines we furnish two 24-inch gathering sheaves brass bushed complete with shaft, boxes and frame; also two vertical leader sheaves 24 inches in diameter. Five-inch shafts and collar boxes.

TWO SETS NO. 3 BOOM MACHINERY AND TRIMMINGS.

We furnish for boom the following machinery and trimmings:

Two 1 1/4-inch hog rods, turn buckles, stirrups and fastenings.

Two 39-inch rope sheaves, brass bushed, for end of boom.

Five-inch shafts and collar boxes.

Two boom guy sheaves.

One 12-inch camel back sheave, 2 15-16-inch shaft and collar boxes.

Two cast steel saddles.

One 5-inch dipper handle shaft trimmed, two steel pinions, two collars and two 72-inch (6-inch face) friction wheels. Two heavy boxes are provided for this shaft, each box being held in place by six 1-inch bolts, four of which extend to the lower end of boom. The friction wheels have brake bands 3/8-inch steel, lined with leather and fitted with the necessary lugs and connections to connect with grip shaft. Dipper handle shaft is also provided with a center dipper handle yoke and sliding plate, which are adjustable and conveniently arranged for shipping and unshipping the dipper handle.

One 2 15-16-inch grip shaft, complete with two grips, one grip lever, two collars, two boxes and adjustable connection to treadle arm.

One 1 15-16-inch treadle shaft complete with treadle

arm, two collars, two boxes and a hand and foot lever, this lever being of such length and shape as is most convenient for the dipper tender. Two fastenings for swinging rope guys.

TWO NO. 3 "A" FRAMES.

The "A" frame will be of structural steel construction about 45 feet long on each side from center of heel pin to center of bridle at the top, and well fitted and fastened to the heel and head-block castings. Each leg consists of 2-15-inch channels, one $\frac{3}{8}$ -inch plate and laced by 3x3x $\frac{5}{8}$ -inch angles on other side. The upper ends of legs are strongly reinforced.

The cast steel heel castings are hinged into heavy cast steel heel plates by means of steel pins. Heavy bolts are provided for fastening the heel plates to the dredge truss. The head-block is an extra heavy steel casting formed with a pintle in a vertical position, special attention being given to the factors of great strength and large bearing surfaces on the pintle. A strong and heavy bridle casting is provided, well fitted to the pintle and arranged for attaching the guys. "A" frame to be placed on top of truss. To be sufficient length and strength.

TWO SETS OF NO. 3 SPUDS.

Trimming—Sufficient cast steel racks are provided for both side and stern spuds to accommodate a depth of 12 inches of water. Strong 24-inch spud points are provided for the forward spuds and one 18-inch for stern spud. We also furnish sufficient drift bolts for fastening both racks and points to spuds.

TWO SETS OF SPUD HOIST CYLINDERS.

For hoisting the forward spuds we furnish two 24-inch steam cylinders, 5-foot 6-inch stroke, complete with 3-inch spud valves, deck plates, grips, straps and bridles. For rear spud we furnish one 16-inch steam cylinder, 5-foot 6-inch stroke, complete with 2-inch spud valve, deck plate, grip, straps and binder. For holding up stern spud we furnish one 3 7-16-inch pinion shaft, complete with cast steel pinion, cast iron boxes and ratchet wheel. We also furnish one 2 1-4-inch dog shaft. Stern spud is provided with trailing attachment.

TWO SETS CLAMPING GRIPS.

There are provided for each of the forward spuds, clamping devices which consist of cast steel grip shoes, which engage the spud racks and are encased in cast steel housings. These shoes are provided with eccentric shafts and boxes. By means of a hand lever on the shaft the segment is applied to the rack.

TWO SETS SPUD GUARDS.

The forward spuds are each provided with cast steel guard plates and slides for the bottom of casings; each plate is 14 inches wide, $30\frac{1}{2}$ inches long, and $1\frac{1}{2}$ inches thick at each end. Each plate has a set of guides and checks; slides 5 feet 7 inches, 3-inch check and 11-inch bearing, with 12 bolts to each side. These guard plates and slides are planed to fit each other. They are so arranged as to allow the unshipping of a spud without necessitating hoisting it above the water.

TWO DIPPERS.

Dipper will be of four and one-half cubic yards capacity. Body will be of shell steel $\frac{1}{2}$ -inch thick; mouthpiece of shell steel $1\frac{1}{4}$ inches thick; door of shell steel $\frac{3}{4}$ inch thick, and provided with a large relief door.

Dipper will be trimmed in a most substantial manner with cast steel trimmings. Bail and hinge lugs are bushed with steel.

The dipper bail and braces are of best hammered iron.

Attachment of dipper and dipper braces to dipper handle to be of cast steel.

With dipper are also furnished necessary latches, latch rollers, roller cages, catches, trip levers, etc., arranged for convenience in handling and quick operation.

TWO DIPPER BAIL SHEAVES.

Dipper bail sheave is 36 inches in diameter at center of rope and is placed in a heavy wrought iron frame, cast steel trimmed. It is provided with pins, cast-steel clevis, cast-steel becket, etc., for attaching to dipper bail and hoisting rope.

TWO SETS OF DIPPER HANDLE TRIMMINGS.

Consist of heavy cast steel racks in 4-foot sections and

of sufficient number to admit of digging in depth of water elsewhere specified, viz.: 12 feet.

For backing chain and trip lever we furnish staples, washers and nuts.

NO. 3 CAPSTAN MACHINERY.

One Set.

Will consist of the following: One 3 7-16-inch cross-shaft, driven by sprockets from main engine; two pairs of cast-steel bevel gears, two 3 15-16-inch upright shafts with angle brackets, two winch heads or spools about 12 inches in diameter at the waist, two deck plate bearings and the necessary boxes and couplings for cross-shaft. Levers and clutches for the convenient operation of capstans are also furnished.

MISCELLANEOUS IRON WORK.

Two Sets.

The following miscellaneous iron work and material is also furnished: Two scow syphons with all pipe connections, four cast iron single tow posts, six large cast iron cleats, two single chocks and sheaves, four double chocks and sheaves.

TWO HEATERS.

One copper coil heater 24 inches diameter 4 feet long, with removable cast iron heads, galvanized iron body and baffle plate, is provided, with all fixtures and trimmings complete, together with one three-way exhaust valve to exhaust into smokestack or open air. Heater shall contain 23 square feet of heating surface.

TWO STILLWELLS.

We furnish one stillwell and strainer, with gate valves, for all pump connections.

TWO NO. 3 LOCOMOTIVE BOILERS.

The boiler is of the "locomotive" type, arranged for wood burning, 78 inches in diameter, 18 feet 4 inches long over all; firebox 66 inches wide and 59 inches long inside, with a 5-inch water space. The shell plates are 7-16 inch thick, of flange steel marked 60,000 pounds T. S. The front tube head is $\frac{1}{2}$ -inch thick, the back tube head 7-16-inch thick, and back head of boiler 7-16-inch thick. The sides and ends of furnace are 7-16-inch thick.

The front tube head above the tubes and the back head of shell above the tubes to be braced with eight crowfoot braces, each 1-inch in diameter, and back tube head below the tubes to be braced to bottom of barrel with two crowfoot braces 1 inch in diameter.

The depth of leg below the waist of boiler is 30 inches. The inside sheet of firebox will extend down 12 inches below the water space, and will be reinforced around the bottom with a 3x3x $\frac{3}{8}$ -inch angle iron. This extension forms the ashpit and is provided in front with a wrought iron door.

The boiler will contain 162 3-inch tubes 10 feet 6 inches long, thoroughly expanded and beaded over at both ends.

A flanged manhole 11x15 inches is provided in top of shell.

The steam drum is 36x72 inches, shell $\frac{3}{8}$ inch thick and head 7-16 inch thick. The heads of drum are to be braced is to be stayed to crown of shell with screwed stays $\frac{7}{8}$ inch diameter.

The longitudinal seam of boiler is to be double riveted butt-seam, all other seams to be single riveted; all seams on boiler to be caulked inside and outside.

The sides, front and back of furnace are to be stayed to outside shell of furnace with $\frac{7}{8}$ inch screwed stay-bolts with their ends riveted cold. Stay-bolts to be pitched both ways, 4 $\frac{1}{2}$ inches between centers. The crown of furnace is to be stayed to crown of shell with screwed stays $\frac{7}{8}$ inch in diameter.

Hand holes will be provided as shown on blue print, same to be provided with all necessary plates, crabs and bolts. Boiler will have a fusible plug in top of the furnace crown sheet. The furnace is to be provided with closely fitting double door and a door frame made of cast iron with liner. Boiler is to be provided with pressed steel flanges for feed and blow-off pipes. The smoke extension is 30 inches long, and is to be provided with a closely fitting frame and doors with suitable fastenings to prevent warping. Grate bars will be provided to fit furnace, with bearer bars for same.

All castings and other iron work necessary for the proper construction and equipment of the boiler will also be furnished.

The smokestack will be 30 inches in diameter, 27 feet high, made of No. 12 sheet steel and furnished complete

with hood for roof, damper and all necessary stays and fastenings.

With boiler we furnish the following fixtures: Grates, water gauge, fitted with standpipe, safety valve, steam gauge, gauge cocks, blow-off cock, check valve, stop valve, smokestack and guys.

Boiler is tested and inspected before shipment, by a responsible steam boiler inspection and insurance company, at 180 pounds hydrostatic pressure per square inch, and the purchaser can have a certificate of inspection and a policy of insurance for one year issued by the insurance company. This policy is payable to the purchaser and will be in force and valid wherever the boiler is located.

TWO BOILER FEED PUMPS.

We furnish one $4\frac{1}{2}$ by $2\frac{3}{4}$ by 4-inch boiler feed pump, brass trimmed and fitted, also one locomotive injector.

TWO SETS STEAM PIPING.

All necessary piping to connect engines, etc., to boiler will be furnished. Necessary covering for boiler and steam piping also furnished. We furnish exhaust and water piping.

WIRE ROPE AND BACKING CHAIN—NO. 3 DREDGE

Two Sets.

Backing chain shall be $1\frac{1}{8}$ inches best Ulster iron short link dredge chain.

Hoisting cable shall be of $1\frac{3}{8}$ inches best quality wire rope.

Swinging cables shall be of $1\frac{3}{8}$ -inch best quality wire rope.

Boom guys shall be of 2-inch plough steel wire rope.

"A" frame main guys shall be of 2-inch and auxiliary guys of $1\frac{3}{8}$ inches plough steel wire rope.

We also furnish necessary Crosby clips, fastenings, turnbuckles, etc., for above.

TWO SETS OF IDLER SHEAVES.

We furnish necessary fair leading sheaves for hoisting cable and backing chain.

MATERIAL AND WORKMANSHIP.

All material shall be of the best and most suitable

quality for the purpose for which it is intended. All articles enumerated are finished in a neat and workmanlike manner; all drawings necessary in the erection of the machinery are furnished, and it is understood that all machinery is to be erected in accordance with them. We will furnish at our own expense, at any time within one year from date of delivering machinery, any part found defective on account of imperfect workmanship or material.

ERECTING ENGINEER.

If desired, we will furnish an engineer to superintend the erection of the machinery hereinbefore specified, you to pay for his services the sum of \$7.00 per day; you also to pay his traveling expenses and board. All other necessary labor required for assisting in the erection of the machinery to be paid for by you.

DRAWINGS.

We are to furnish all drawings necessary in the erection of the machinery and it is understood that all machinery is to be erected in accordance therewith. We are also to furnish necessary plates, bolts and fastenings. We are to furnish a complete set of blue prints and specifications with bill of material for hull.

DELIVERY.

The date of delivery is guaranteed unless we are delayed by strikes, acts of Providence, delays of carriers, or other delays unavoidable or beyond our control. The acceptance of the machinery when delivered is understood to constitute a waiver of all claims for damage by reason of any delay.

We will furnish at our own expense at any time within one year from the date of delivering machinery, any part found defective on account of imperfect workmanship or material.

All property rights in the machinery remain in us until fully paid for.

It is agreed that there are no understandings or agreements in relation to this machinery, except such as are set forth in this contract.

The price for the above machinery and apparatus is

forty-six thousand six hundred (\$46,600.00) dollars.
(Complete for both dredges.)

This price named for prompt or immediate acceptance only.

Payments to be made as follows: See Sheet No. 15.

This proposal is respectfully submitted.

By F. H. NILES,

Contract signed and executed this 14th day of August, 1905.

Featherstone Foundry and Machine Company.

By A. E. CROFT, General Manager.

Accepted this 14th day of August, 1905.

N. B. BROWARD,

As Governor;

A. C. CROOM,

As Comptroller;

B. E. McLIN,

As Commissioner of Agriculture;

W. V. KNOTT,

As State Treasurer;

W. H. ELLIS,

As Attorney General;

Constituting the Trustees of the Internal Improvement Fund.

Terms of payment—\$41,940.00—as follows:

One-fourth	.....\$10,485.00.....	1 month
One-fourth	.....\$10,485.00.....	2 months
One-fourth	.....\$10,485.00.....	3 months
One-fourth	.....\$10,485.00.....	4 months

from date of signing contract.

Balance—\$4,660.00 as follows:

One-half—\$2,330.00—after first dredge has been in operation 30 days.

One-half—\$2,330.00—after second dredge has been in operation 30 days.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., September 21, 1905.

The Trustees met in Executive office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

Capt. J. O. Fries, civil engineer, appeared before the Trustees and reported the result of his labors in making a preliminary survey of a route between Lake Okeechobee and the Atlantic Ocean for the purpose of draining and reclaiming lands in that vicinity. He also presented an account for his services and expenses, amounting to \$652.50, which was approved and ordered paid, after deducting the \$150.00 already paid him on said account.

It appearing that the first payment of the Featherstone Foundry and Machine Company of \$10,485.00, under the above contract, dated August 14, 1905, was due, it was ordered that the same be paid.

The following memorandum agreement by and between the Trustees of the Internal Improvement Fund of the State of Florida and the Featherstone Foundry and Machine Company, was ordered spread upon the minutes and is in words and figures as follows:

Chicago, Ill., August 14, 1905.

Trustees of the Internal Improvement Fund, State of Florida,

Governor N. B. Broward, Chairman,
Tallahassee, Fla.

Gentlemen:

Attached hereto is list showing one 2½ cubic yards rock dipper and list of extra and repair parts (which we would recommend for the two 4½ cubic yards dipper dredges, covered by our contract of even date) amounting in all to forty-nine hundred ninety-two and 20-100 (\$4,992.20) dollars, material delivered f. o. b. cars, Chicago. Terms: Net cash on delivery of machinery.

This letter is written in duplicate, and your acceptance hereon will constitute a contract between us.

By F. H. NILES,
Sales Agent.

Featherstone Foundry and Machine Company.

By A. E. CROFT,
General Manager.

Accepted this 5th day of September, 1905.

N. B. BROWARD, Governor;

A. C. CROOM, Comptroller;

W. H. ELLIS, Attorney General;

W. V. KNOTT, Treasurer;

B. E. McLIN, Commissioner of Agriculture;

Constituting Trustees Internal Improvement Fund of
Florida.

Proposed list of extras for Board of Internal Improve-
ments State of Florida:

Quantity.	Description.	Weight	Selling.
2	Hoisting friction bands	700	\$ 155.20
2	Backing friction bands	400	108.10
1	Set 16-inch piston rings for both cylinders (Main Engine)		17.25
2	Extra sets of 8 springs for swing- ing engines. (Driv.)	300	20.10
1	Set 10 inch piston rings for both cylinders (Swing Engine.)	56	8.75
4	Hawser pipes	1,600	50.60
6	Brass bushings for sheaves (turntable sheaves)	168	71.30
8	Brass bushings for sheaves (swing- ing sheaves)	224	96.80
2	39 inch boom point sheaves	1,500	104.60
2	72 inch friction wheels (dipper handles)	3,560	140.80
4	72 inch friction wheel bands (dip- per handles)	828	192.00
2	Dipper shafts with pinions	1,836	181.70
2	Extra mouth pieces for 4½ yard dippers	3,500	275.00
2	Extra sets of bushings for 4½ yard dippers	330	66.70
2	Extra 36 inch D. B. sheaves	1,900	83.90
2	Extra backing chains, 120 feet; 1½ Ulster 240 feet	3,000	287.10
4	Extra hoisting ropes 720 feet, 1½ Ulster, 1,440 feet		812.90
4	Extra hoisting rope idler sheaves, B 212	600	33.20
4	Extra backing chains, idler sheaves No. 8258	680	34.50

Quantity.	Description.	Weight	Selling.
24	Extra Crosby clips 12 2 inch and 12 1½ inch		41.50
2	Extra C. I. sockets for hoisting rope		6.35
2	Extra holding down sheaves for turntable		82.90
4	Extra sister sheaves for turntable		167.90
4	Extra 24 inch swinging sheaves..	1,360	154.10
2	Sets of brass bushings for hoisting drums	540	173.70
2	Sets of brass bushings for backing drums	206	71.30
1	2½ yard rock dipper	8,000	1,095.60
2	Counterbalance springs for swing- ing engines	40	4.80
4	D. H. plate rollers	200	13.20
2	Hoisting rope idler sheaves, B 201	180	12.60
1	Extra set of D. H. racks	800	69.00
3	Extra dipper teeth for rock dipper	900	181.50
1	Set 24 inch piston rings, 2 cylinders (spud cylinder)	200	24.15
2	Sets 16 inch piston rings, 1 cylin- der (spud cylinder)	128	14.90
4	D. H. yoke bolts	300	24.20
6	1½ cold shutes		6.00
2	Sliding plates		50.00
2	Engine pinions		58.00
			<hr/>
			\$4,992.20

The trustees then adjourned.

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., September 30, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. H. Ellis, Attorney General.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture was directed to ac-

cept the offer of \$1.25 per acre from Samuel Summers, for the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 1, T. 6 S., R. 17 E., containing 40.13 acres, which is Internal Improvement land proper. The said Summers having produced statements of Messrs. W. T. Weeks and C. C. Odom that all of the timber on said land consists of little pine trees and a small amount of oak, and the land has no value except as a pasture. The said Summers having sent up the money on this date, the Commissioner is hereby directed to issue a deed to him for the above land.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, October 2, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The question of right of way, use of material, etc., in carrying on the drainage operations contemplated by Chapter 5377, of the laws of Florida, approved May 27, 1905, was taken up and considered, and it was

Resolved, That for the purpose of carrying out the drainage operations contemplated by the act of 1905, Chapter 5377, of the Laws of Florida, the State of Florida, by and through the Drainage Commission, created by said act, and through such agents as they may employ, shall have the right of way through any and all lands which were conveyed to the State of Florida by the United States government, under the act of September 28, 1850, that are now held by the Trustees of the Internal Improvement Fund, or as to which any reservation has been made in deeds of conveyance by the said Trustees as to the right to drain and reclaim, including the right to cut canals, dikes and drains, in, and upon, and through said land, to throw up dikes, embankments, remove earth and stone and any other material that may be necessary in con-

nection with the drainage and reclamation of said lands, and the lands adjacent thereto.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, October 4, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. P. A. Vans Agnew appeared before the Trustees and called attention to a petition presented by him in August last, as attorney for the United Land Company, asking for the conveyance of certain land claimed by said company under the terms of a contract entered into by and between the Trustees and the Atlantic and Gulf Coast Canal and Okeechobee Land Company, August 1st, 1888, and after a full presentation of his case to the Trustees, it was

Resolved, That the petition of Mr. P. A. Vans Agnew will be considered and an answer thereto given on November 15, 1905, if a satisfactory conclusion is reached by the Trustees by that date, and if not, Mr. Vans Agnew will be notified of such other date as may be fixed.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., October 7, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The committee, consisting of the Governor and Attorney General, appointed to go to Chicago and arrange for the purchase of machinery, etc., for the construction of two dredges, presented their account for expenses, amounting to two hundred and seventy-five dollars and thirty cents (\$275.30), and the same was ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., October 12, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

Several letters were presented in response to the request of the Trustees for proposals for furnishing lumber for the dredges to be constructed for drainage operations, and it appearing that G. S. Baxter & Co., of Jacksonville, Florida, were the only bidders able to comply with the condition, it was

Resolved, That the proposal of G. S. Baxter & Co., of Jacksonville, Florida, be accepted for all the timber and lumber that may be required for the two dredges to be constructed for drainage purposes by the Trustees, it being distinctly understood that the terms and conditions as set forth in the request for bids made by the Trustees and the bid as made by G. S. Baxter & Co., of Jacksonville, Florida, shall be strictly adhered to and that the request and bid be spread upon the minutes, and made a part of this resolution; and that the specifications shall also be made a part of this resolution as fully and completely as if set out in full.

The request and bid referred to are in words and figures as follows:

Tallahassee, Florida, September —, 1905.

Dear Sir :

Inclosed you will find specifications for timber and

lumber showing thickness, length, width, etc., of timber, planking and boards. This lumber is to be used for the construction of a dipper dredge. The timber and lumber must both be of heart yellow pine and of good quality. State earliest date of delivery, price per thousand feet, and as there are two of the dredges to be built make a bid to supply the material for one and another bid for doubling the amount, name specifications in both instances. Payments cash. Carefully state price at mill, price delivered Jacksonville, Tampa, Stuart, on the Indian River, Fort Myers, Carrabelle. Timber and lumber to be inspected at the mill by representatives of the Trustees of the Internal Improvement Fund of the State of Florida. The lengths specified are the net lengths, after being sawed square at both ends, and the ends must be free from splinters and cracks. The number of feet, as carried out in column, showing totals may not be accurate, as it is only a rough estimate.

Yours very truly,

N. B. BROWARD,

Governor.

Jacksonville, Fla., October 3, 1905.

Hon. N. B. Broward,

Governor State of Florida,

Tallahassee, Fla.

Sir:

In reply to your esteemed favor of 28th ult., enclosing list of lumber wanted for use in construction of a dipper dredge, beg to advise that we will furnish this stock at an average price of \$32.00 per M feet, f. o. b. cars Jacksonville, delivery to commerce in four weeks, complete in sixty days. We can duplicate this order at the same figure and complete delivery within ninety days from receipt of order. As we are not in position to state just where we will ship this material from, we are not in position to name you an f. o. b. mill price and do not care to name price for delivery at any of the other points mentioned in your letter, as our mills are not situated so that we could do so to any advantage.

We will hold this price open for ten days, after which

time, if offer is not accepted, we reserve the right to withdraw our bid.

Thanking you for the enquiry, we are,

Very respectfully,

G. S. BAXTER & CO.,

A. L. Logan.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, October 16, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

A communication was received from the Attorney General inclosing a deed made by direction of the Trustees to Elnathan T. Field, pursuant to a resolution of the Trustees adopted August 1, 1905, and the deed was duly executed and turned over to the Commissioner of Agriculture for delivery.

The secretary was authorized to have the time locks on the safe of the Trustees cleaned and the account of John Hayes, for Yale and Towne Mfg. Co., for cleaning same, was approved for \$15.00.

The Trustees were informed by letter from the U. S. Surveyor General that the lot numbers in Section 25, T. 44 S., R. 22 E., were changed, under instructions of the Commissioner of the General Land Office, Washington, D. C., on February 16, 1901, changing the numbers of lots 1, 2 and 5 of said section as shown by office map, to lots 2, 3 and 4, and it was further shown that the said lots 1, 2 and 5 were embraced in a quit claim deed No. 12,722 to S. I. Wailes, and the said Wailes has requested a quit-claim deed for said lots 2, 3 and 4 to perfect the former deed.

Therefore, in order to perfect the said deed, the Trus-

tees have issued a quit claim deed to said S. I. Wailes for said lots 2, 3 and 4 of Section 25, Tp. 44 S., Rg. 22 E.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., October 17, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

Wm. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Whereas, Swamp Indemnity Certificates Nos. 3, 5, 13, 15 and 17, have heretofore been assigned to S. I. Wailes as compensation under his contract of April 13, 1878, with the Trustees of the Internal Improvement Fund, allowing 20 per cent. of all indemnity lands secured by him; and

Whereas, The Register and Receiver of the United States Land Office at Gainesville, Florida, have notified this board that there remains a balance of 55.31 acres on Special Swamp Indemnity Certificate No. 3, and 47.39 acres on Special Indemnity Certificate No. 5 and 177.86, acres on Indemnity Certificate No. 13, and 39.18 acres on Indemnity Certificate No. 15, and 48.20 acres on Indemnity Certificate No. 17, which have not been located and is subject to selection by the said S. I. Wailes; and

Whereas, The said S. I. Wailes has filed with the Commissioner of Agriculture his relinquishments and assignments of said remnants of said Swamp Indemnity Certificates to Mr. William W. Clyatt, of Ocala, Florida; and

Whereas, The above described remnants are regarded as a part of matters included in the final settlement made with S. I. Wailes on June 8, 1903, the assignments of said certificates having been made several years prior to said final settlement; and

Whereas, Hon. Henry S. Chubb, receiver of the U. S. Land Office, has requested the Trustees to appoint the

said Wm. W. Clyatt as agent for the State to locate same instead of and in the place of the said S. I. Wailes heretofore acting;

The Commissioner of Agriculture is hereby directed to appoint the said Wm. W. Clyatt as agent for the State to locate the before-mentioned remnants of lands due on said certificates, and for no other purpose whatever.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD.

Governor.

Tallahassee, Fla., October 19, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of S. B. Chapin, chief clerk in office of U. S. Surveyor General, for making copies of map of recent surveys for the Trustees, amounting to \$8.00, was presented and ordered paid.

It appearing that the second payment on the contract of the Trustees with the Featherstone Foundry and Machine Co., of Chicago, Ill., for \$10,485.00 was due, same was ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, October 27, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

The bills of B. A. Meginnis of \$53.75 and of J. G. Craw-

ford for \$50 for completing copies of drainage assessment roll were presented, approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, November 1, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolution was adopted:

Resolved, That J. H. Smith, of Jacksonville, Fla., be employed to inspect the lumber for dredges before it is loaded on the cars at Fargo, Clinch County, Georgia, and that he receive as compensation the sum of three dollars per day while so employed, and his traveling expenses to and from Fargo.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, November 6, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The bill of V. P. Keller for maps and profile of drainage canal from Lake Okeechobee to Lake Worth, amounting to one hundred and fifty dollars, was presented on behalf of

the Southern Express Company, and the amount of said bill, together with the express charges of one 45-100 dollars, making a total of one hundred and fifty-one 45-100 dollars, was ordered paid to the Southern Express Company.

The account of I. N. Withers, State selecting agent, for expenses incurred in September and October, 1905, amounting to forty 78-100 dollars, was presented, approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Florida, November 8, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

It appearing that the third payment on the contract of the Featherstone Foundry & Machine Company, of Chicago, Ill., for \$10,485.00 being due, was ordered paid.

The account of I. N. Withers for forty dollars and seventy-eight cents for traveling expenses was presented, approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Florida, November 9, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolution was adopted:

Be it resolved, By the Trustees of the Internal Improvement Fund of the State of Florida, that John W. Newman be employed at a salary of \$120.00 per month and expenses, beginning from Saturday, 11th day of November, 1905, to proceed to Fort Lauderdale, State of Florida, and make a hydrographic and topographical survey of the New River from Fort Lauderdale, including both the north and south branches of said river, to a point in the Everglades where the altitude approximates the mean low water level of Lake Okeechobee, and that he prepare profiles of said survey, showing the depth of water every one hundred feet and the approximate depth of muck or other formation to said rock, and surroundings of water and muck along the course of said survey, and to make an elaborate survey of the topographical and geological formation in the region about said New River, and to make calculations as to the quantity of water which will be discharged through a proposed canal one hundred and fifty feet wide and ten feet deep, and the effect which the discharge of such water will have upon the waters of New River and adjacent lands; that said survey be made by him, with a view to constructing a drainage canal extending from some point on the New River, through the Everglades, to Lake Okeechobee, of a width equal to 150 feet and depth of ten feet for the whole course, and that Mr. Newman be authorized to employ such assistance, including the hire of a wagon and team and boats, as he may deem necessary to the execution of said work; that Mr. Newman shall keep an accurate pay-roll of all persons employed by him and report the same bi-weekly to the Trustees, and that he shall also keep an accurate account of all expenses included under this resolution and report the same bi-weekly to the Trustees.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, November 14, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Hon. B. E. McLin, Commissioner of Agriculture, informed the Trustees that Green B. Bryan has sent \$40 to pay for the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 4, T. 4 S., R. 21 E., recently patented to the State, on which he has been living, in accordance with the order of the Trustees of October 27, 1905, and he was directed to issue deed for the above lands to said Bryan.

The following resolution was adopted:

Resolved, That John W. Newman, engineer for the Trustees, be and he is hereby directed to take charge of and superintend the construction of the two dredges recently authorized, and that he be empowered to employ, under the direction of the Trustees, such labor as may be necessary to carry on the work with dispatch, having due regard for the economical expenditure of the funds required in connection therewith.

Resolved further, That the expenses so incurred, together with the expenses of the engineer, be paid upon pay-rolls properly certified to by said John W. Newman, engineer.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, November 21, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Hon. B. E. McLin, Commissioner of Agriculture, informed the Trustees that Mrs. Minnie J. Revels has sent \$40 to pay for the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 27, T. 5 S., R. 13 E., containing 40 acres, which is Internal Improvement Land proper, and which the Trustees ordered sold to her at one dollar per acre, as she is now living on the land and desires it for a home, and produced satisfactory evidence from disinterested parties that all of the timber of value on this land has been removed, and only a few acres of same are fit for cultivation, and that one dollar per acre is a fair price for same.

The commissioner was ordered to make deed for above land to Mrs. Minnie J. Revels.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, November 28, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Upon considering the application of Chas. T. Anderson to purchase the W $\frac{1}{2}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 7, T. 2 S., R. 13 W., containing 120.12 acres, at \$2 per acre, which he desires for settlement, and has made affidavit that he will move on same at once and make it his home, and that he has no other lands, and has sent the affidavits of two disinterested parties, confirming his statements, and as the Trustees desire to aid all bona fide settlers in securing homes, it is ordered that Mr. Anderson be allowed to purchase said lands at \$2 per acre, and Hon. B. E. McLin, Commissioner of Agriculture, is instructed to prepare a deed for same, upon receipt of the purchase money.

It appearing that the fourth payment on the contract

of the Trustees with the Featherstone Foundry & Machine Company, of Chicago, Ill., of \$10,485.00, was due, same was ordered paid.

The following accounts being presented and approved were also ordered paid:

G. S. Baxter & Company, November 3, 1905, for \$338.53; November 7, for \$314.37; November 8, for \$353.06, and November 17, for \$299.81. Total, \$1,305.77.

John W. Newman, pay-roll and expense account in constructing dredges, \$152.75.

I. N. Withers, services in selecting swamp and overflowed lands, \$123.34.

W. H. Ellis, expenses of trip to Fort Myers, Okeechobee, Lake Kissimmee and East Coast Canal, \$12.00.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, December 1 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of C. B. Gwynn for expenses of trip to Gainesville to look up swamp and overflowed lands, for sixteen dollars and seventy cents, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee Florida, December, 5, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

R. W. Williams, attorney for Trustees, presented his account for twenty-three dollars and seventy-one cents, expenses of trip to Pensacola to attend U. S. Court. Same was approved and ordered paid.

I. N. Withers presented an account for eighty-three dollars and thirty-four cents, and one for thirty-eight dollars and thirteen cents, salary and expenses in making selections of swamp and overflowed lands, which were approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, December 6, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Trustees directed that the secretary, Mr. W. M. McIntosh, Jr., deliver on demand, to the attorneys of the Trustees now in their employ, to wit: W. S. Jennings, Bryan & Bryan, R. W. Williams and W. B. Farley, copies of the published minutes of the Trustees, indexed and bound.

The balance of account of Bryan & Bryan, salary as attorneys for Trustees for the year 1905, in the sum of fifteen hundred dollars, was ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, December 12, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

It is resolved, That they adopt as the route for the first canal to be dug by the Trustees of the I. I. Fund, for the drainage and reclamation of the lands of the Fund, and for the lowering of the waters of Lake Okeechobee to prevent their overflow, the route recommended by Mr. J. W. Newman, Civil Engineer, now in the employ of the Trustees, which route is described as follows: "Beginning at the mouth of Sabate Creek, at a stake marked 50, in Section 19, Township 50 S., R. 42 E., continuing thence south 70 W. 2,500 feet; thence N. 73 W. about four and one-half miles to a stake marked 90; from this stake, turning north 32 degrees W., following the open glades to the south end of Lake Okeechobee."

The depth of the canal at the beginning is to be ten feet; at the end of one mile it is to be 12.7 feet; at the end of two miles it is to be 14.6 feet; at the end of three miles it is to be 14.5 feet, continuing the same depth to stake No. 90, from which point the depth of the canal is to gradually diminish to 10 feet deep at Lake Okeechobee.

It is further resolved, That in digging northward when we find waters having outlet to the Glades, not through New River, but through some other river or creek, that we dig a canal eastward through such river or creek as an outlet for such waters.

The canal at the beginning to be 65 feet in width, and each outlet to the Everglades to be 50 feet in width, minimum dimensions.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., December 13, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of John W. Newman, for one hundred and fifty-one dollars and eighteen cents, salary and expenses as engineer for Trustees, was approved and ordered paid.

The account of J. H. Smith, for one hundred dollars, for services in drainage of Everglades, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary

N. B. BROWARD,

Governor.

Tallahassee, Fla., December 15, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of N. B. Broward, Governor, for thirty-eight dollars and seventy-three cents, expenses from Tallahassee to Fort Lauderdale and return, to inspect drainage operations, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, December 18, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of G. S. Baxter & Company, for twenty-six hundred and twenty-seven dollars and twenty-nine cents (2,627.29), for lumber used in the construction of dredges, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, December 19, 1905.

The Trustees met in Executive Office.

Present:

N. B. Broward Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of W. S. Jennings, general counsel for Trustees, in the sum of two thousand five hundred and forty-eight dollars and eighty cents (\$2,548.80), balance for legal services and expenses to December 31, 1905, was ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, January 6, 1905.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

The Capital Publishing Company, printing for Trustees	\$94.45
John McDougall, P. M., postage for salesman's office	63.60
H. T. Felkel, Clerk Circuit Court, certified copies of papers in suits	6.75
M. H. Mabrey, Clerk Supreme Court, certified copy of paper in suit	12.00
F. W. Marsh, Clerk U. S. Court, copy of papers in suits for and against Trustees I. I. Fund	21.10
I. N. Withers, expenses selecting swamp and overflowed lands	149.62
John W. Newman, engineer, pay-roll and expense account in constructing dredges.	136.20

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, January 9, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of John W. Newman, engineer for Trustees, for one hundred and forty-one dollars and eight cents (\$141.08), salary and expense account in constructing dredges, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, January 10, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward Governor.

A. C. Croom, Comptroller.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. R. W. Williams presented his bill for professional services to the Trustees as follows:

December 21, 1905—To fees as counsel	
during the years 1902, 1903, 1904 and	
1905, 4 years at \$3,000 per year	\$12,000.00
Credit by	4,000.00

Balance due	\$ 8,000.00
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and the Trustees having considered the same, adopted the following resolution:

Whereas, Mr. R. W. Williams was employed by the Trustees January 13, 1903, in certain causes pending before the State Courts and the Circuit Court of the United States for the Northern District of Florida; and

Whereas, Mr. Williams has been compensated by the Trustees from time to time for services rendered, and was paid on 31st day of December, 1904, in full for all services rendered up to January 1, 1905, therefore be it

Resolved, That the foregoing bill presented by Mr. Williams is incorrect and the Trustees do not recognize the same, or any indebtedness to Mr. Williams except for the services rendered by him during the year 1905; be it

Resolved, That Mr. Williams be, and he is hereby requested to make out and deliver to the Trustees a written statement of the services rendered by him to the Trustees during the year 1905, and that the Trustees will compensate him upon the showing made in such statement.

The secretary was directed to furnish Mr. Williams with a certified copy of the foregoing resolution.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, January 17, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolution was adopted:

Resolved, That Hon. W. S. Jennings be employed by the Trustees as counsel for the year 1906 at a salary of five thousand dollars, and that for the present no other counsel be employed; that Mr. Jennings shall undertake to represent the Trustees in all litigation which is now pending or which may arise during the year, and to advise the Trustees upon any matter in which they may ask his legal opinion.

Resolved further, That the Attorney General shall be associated with the counsel for the Trustees in all litigation in behalf of or against the Trustees; this action of the Trustees in requesting the Attorney General to assist the counsel for the Trustees being taken upon the announcement by the Attorney General of his willingness to render such assistance.

The secretary was directed to send a certified copy of the foregoing resolution to Hon. W. S. Jennings, Hon. R. W. Williams and Messrs. Bryan and Bryan.

The account of J. H. Smith for services in re drainage of the Everglades, one hundred dollars, was presented and ordered paid.

The Trustees then adjourned.

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, January 29, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Messrs. Peter Knight and Alfred Atchison appeared be-

fore the Trustees and presented affidavits of P. H. Williams, Arthur Lowe and Alfred Atchison, stating that Alfred Atchison located upon Lot 3 of Section 26, in T. 66 S., R. 30 E., in 1886, and built a house upon same and cultivated said land and has been in possession of same since 1886, the said land having been recently patented to the State, and in order to protect the settler thereon, the Trustees ordered that the Commissioner of Agriculture sell the said land to Alfred Atchison at \$25 per acre, being the amount offered by him for same.

The account of John W. Newman, pay-roll and expense account in re drainage of the Everglades, two hundred and five dollars and seventy-three cents (\$205.73) was approved and ordered paid.

The account of O. M. White, agent Seaboard Air Line Railway Company, twenty-five dollars (\$25.00) for one mileage book for counsel for Trustees, was presented and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., January 30, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. G. H. Harris appeared before the Trustees and presented a statement from D. J. Paul, ex-sheriff of Holmes County, which was ordered filed in the office of Commissioner of Agriculture, and made a statement himself as to the value of Lots 1, 2 and 3, of Section 18, in T. 5 N., R. 16 W., showing that all the timber of value had been used on said land and it is not fit for farming, as it is subject to overflow from the river, and offered \$1.25 per acre for same, as he wanted it for a pasture. The trustees being satisfied that the above statements were correct, ordered

that the price be reduced on same to \$1.25 per acre, and directed the Commissioner of Agriculture to sell said lots to Mr. G. H. Harris for \$1.25 per acre.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., February 2, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The account of N. B. Broward, Governor, for one hundred and twenty-five dollars and eighty-eight cents, expenses to and from Fort Lauderdale to inspect the construction of dredges, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor

Tallahassee, Fla., February 3, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The account of G. S. Baxter & Co., for two thousand four hundred and ninety-seven dollars and three cents (\$2,497.03) for material for dredges, was presented and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., February 5, 1906.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

Upon considering the application of Seth Woodruff to purchase the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 23, T. 19 S., R. 31 E., containing 40.45 acres, at \$1.00 per acre, which he desires in order to save fencing around his pasture, the land being low, flat woods, with only a few scattering pine trees on it, it is ordered that Mr. Seth Woodruff be allowed to purchase same at \$1.00 per acre.

The Capital Publishing Company presented estimate for publication of 50,000 copies of 16-page pamphlet for Trustees, offering to publish the same, exclusive of the cuts, for \$338.16, stating that the cuts being so large that they would have to be an insert, which would cost \$50 in addition. It was ordered that he be directed to publish the pamphlet, exclusive of the insert, at \$338.16.

Account of J. W. Newman, engineer, for four hundred and thirty-four dollars and eighty-one cents (\$434.81), was presented and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., February 7, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

I. N. Withers. expenses in selecting swamp and overflowed lands \$38.40.

I. N. Withers, salary as State agent for selecting swamp and overflowed lands, \$100.00.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., Feb. 12, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of J. H. Smith, services *in re* drainage of the Everglades for one hundred dollars, was presented and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., February 15, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolution was adopted:

Resolved, That in addition to the four hundred dollars heretofore sent, a check for one hundred and fifty dollars be forwarded to John W. Newman, engineer, for use in paying employees in constructing dredges under the direction of the Trustees; said sum, together with the amount first sent, aggregating five hundred and fifty dollars, to be accounted for by the said John W. Newman,

engineer, whenever so directed by the Trustees. The account of John W. Newman, for pay-roll and expense account in constructing dredges, for four hundred and seventy-seven dollars and twenty-eight cents, was approved and ordered paid.

The Trustees then adjourned.

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., February 17, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following letter, prepared by the Attorney General and approved by the Board, was ordered to be forwarded by the secretary to Hon. E. J. Vann, Madison, Florida, together with the annexed certified list of bonds:

"February 17, 1906.

"Hon. E. J. Vann,
Madison, Fla.

Dear Sir:

The Trustees of the Internal Improvement Fund of the State of Florida have had under consideration your request in behalf of the county of Madison, to return to that county the bonds which were issued by the county of Madison in order to aid in the location and grading of the railroad from Jacksonville to Chattahoochee and which, under Chapter 3474, Laws of 1883, the Trustees might have paid and caused to be cancelled, and now have on hand.

While the Trustees did, prior to 1901, return to the city of Jacksonville and the counties of Columbia, Baker, Bradford, Suwannee, Madison, Jefferson and Leon, the bonds of these counties which were paid and canceled by the Trustees, it was decided in 1901 by the Trustees that, in as much as a question had arisen as to the validity of the act of 1883, and as to the duty of the Trustees concerning the

apportionment of the funds in their hands arising from the sale of the I. I. lands proper, to the counties and the city of Jacksonville, whose bonds were issued for the purpose above named, to hold the bonds which they had on hand and which had been paid by them and canceled, as vouchers for the expenditure of the funds.

We will say in this connection, that the Trustees lately submitted to the counsel employed by them, the question of the duty of the Trustees under the act of 1883, and were advised by their counsel that Chapter 3474, Acts of 1883, was inoperative and ineffectual. The Trustees were also advised by their counsel that even if the act was valid it was the duty of the Trustees to apportion the funds arising from the sale of the I. I. lands proper to the city of Jacksonville and the counties mentioned pro rata, in proportion to the indebtedness of said city and counties named on account of the issue of said bonds, to the end that the debts of said counties and city should receive a pro rata reduction; and this without regard to other provisions for the payment or reduction thereof, and that in the event that said counties and city, or either of them, have paid any portion of their said bonds, that such payment should not defeat the receipt of its pro rata, nor the authority vested in the Trustees by the provisions of the act to pay over to said city and counties said amounts; that the purpose of said act was the payment of said bonded indebtedness, as the same existed at the date of the approval of the act in 1883.

We will say that in view of the legislation which is now pending it is proper for the Trustees to hold the bonds which they have on hand as vouchers for the money expended therefor, and to await the termination of such litigation before turning them over to the said counties and city. In the meantime a correct schedule of the bonds of Madison County, now held by the Trustees, will be made out and certified, and will be furnished you with a certificate that the same have been paid and canceled and held by the Trustees.

The Trustees hope that this explanation is satisfactory.

Yours very truly,

W. M. McINTOSH, JR.,

Secretary."

List of Madison County Bonds purchased by the Trus-

tees of the Internal Improvement Fund of the State of Florida.

MADISON COUNTY BONDS.

- Number 1 (One) with coupons attached running numerically from fifteen (15) to twenty-five (25) inclusive.
- Number 2 (two) with coupons attached running numerically from fifteen (15) to twenty-five (25) inclusive. ..
- Number 3 (three) with coupons attached running numerically from sixteen (16) to twenty-five (25) inclusive.
- Number 17 (seventeen) with coupons attached running numerically from sixteen (16) to twenty-five (25) inclusive.
- Number 18 (eighteen) with coupons attached running numerically from sixteen (16) to twenty-five inclusive.
- Number 25 (twenty-five) with coupons attached running numerically from fifteen (15) to twenty-five inclusive.
- Number 26 (twenty-six) with coupons attached running numerically from sixteen (16) to twenty-five (25) inclusive.
- Number 30 (thirty) with coupons attached running numerically from seventeen (17) to twenty-five (25) inclusive.
- Number 31 (thirty-one) with coupons attached running numerically from fifteen (15) to twenty-five (25) inclusive.
- Number 33 (thirty-three) with coupons attached running from fifteen (15) to twenty-five (25) inclusive.
- Number 34 (thirty-four) with coupons attached running numerically from sixteen (16) to twenty-five (25) inclusive.
- Number 35 (thirty-five) with coupons attached running numerically from fourteen (14) to twenty-five (25) inclusive.
- Number 40 (forty) with coupons attached running numerically from fifteen (15) to twenty-five (25) inclusive.

- Number 41 (forty-one) with coupons attached running for \$500 numerically from seventeen (17) to twenty-five (25) inclusive.
- Number 42 (forty-two) with coupons attached running for \$500 numerically from sixteen (16) to twenty-five (25) inclusive.
- Number 43 (forty-three) with coupons attached running for \$500 numerically from fifteen (15) to twenty-five (25) inclusive.
- Number 46 (forty-six) with coupons attached running for \$500 numerically from sixteen (16) to twenty-five (25) inclusive.
- Number 51 (fifty-one) with coupons attached running for \$500 numerically from fourteen (14) to twenty-five (25) inclusive.
- Number 54 (fifty-four) with coupons attached running for \$500 numerically from fourteen (14) to twenty-five (25) inclusive.
- Number 55 (fifty-five) with coupons attached running for \$500 numerically from seventeen (17) to twenty-five (25) inclusive.
- Number 58 (fifty-eight) with coupons attached running for \$100 numerically from sixteen (16) to twenty-five (25) inclusive.
- Number 60 (sixty) with coupons attached running for \$100 numerically from eighteen (18) to twenty-five (25) inclusive.
- Number 61 (sixty-one) with coupons attached running for \$500 numerically from fifteen (15) to twenty-five (25) inclusive.
- Number 62 (sixty-two) with coupons attached running for \$500 numerically from fifteen (15) to twenty-five (25) inclusive.
- Number 75 (seventy-five) with coupons attached running for \$500 numerically from fifteen (15) to twenty-five (25) inclusive.
- Number 79 (seventy-nine) with coupons attached, running numerically from fifteen (15) to twenty-five (25) inclusive.
- Number 83 (eighty-three) with coupons attached running for \$500 numerically from fifteen (15) to twenty-five (25) inclusive.

Number 89 (eighty-nine) with coupons attached running for \$500	numerically from sixteen (16) to twenty-five (25) inclusive.
Number 90 (ninety) with coupons attached running for \$500	numerically from fourteen (14) to twenty-five (25) inclusive.
Number 99 (ninety-nine) with coupons attached running for \$500	numerically from fifteen (15) to twenty-five (25) inclusive.
Number 111 (one hundred and eleven) with coupons attached running for \$500	numerically from seventeen (17) to twenty-five (25) inclusive.
Number 112 (one hundred and twelve) with coupons attached running for \$100	numerically from seventeen (17) to twenty-five (25) inclusive.
Number 113 (one hundred and thirteen) with coupons attached running for \$500	numerically from fifteen (15) to twenty-five (25) inclusive.
Number 114 (one hundred and fourteen) with coupons attached running for \$500	numerically from fifteen (15) to twenty-five (25) inclusive.
Number 115 (one hundred and fifteen) with coupons attached running for \$500	numerically from sixteen (16) to twenty-five (25) inclusive.
Number 116 (one hundred and sixteen) with coupons attached running for \$500	numerically from sixteen (16) to twenty-five (25) inclusive.
Number 117 (one hundred and seventeen) with coupons attached running for \$500	numerically from fourteen (14) to twenty-five (25) inclusive.
Number 121 (one hundred and twenty-one) with coupons attached running for \$500	numerically from fifteen (15) to twenty-five (25) inclusive.
Total	\$16,600.00

RECAPITULATION.

Thirty-two (32) bonds for the sum of \$500 each \$16,000.00
 Six (6) bonds for the sum of \$100 each. . . . 600.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
 Secretary.

N. B. BROWARD,
 Governor.

Tallahassee, Florida,
February 23, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were presented, approved, and ordered paid:

John W. Newman expenses in re construction of
dredges \$625.00
Florida East Coast Railway Company, transpor-
tation charges on material for dredges \$2,168.79

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,
February 27, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following account was presented, approved and ordered paid:

John W. Newman, engineer, Fort Lauderdale,
Fla., expenses in re construction of dredge \$531.57

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,
March 1, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following opinions of Hon. W. S. Jennings, general counsel, were ordered spread upon the minutes:

"Jacksonville, Florida,
January 17, 1906.

Trustees of the Internal Improvement Fund of the State
of Florida, Tallahassee.

Gentlemen:—

In further compliance with your instructions concerning the legal status and ownership of certain railroad land grants presented, and represented by the Wisner Land Company and others, I beg to advise that I procured a memoranda abstract from W. W. Clyatt, manager of the Security Abstract Company of Ocala, under date of December 22, 1905, from which it appears that the Silver Springs, Ocala & Gulf Railroad Company executed a trust deed to S. V. R. Coogler and William Mann, trustees, as appears of record in the public records of Marion county, in Deed Book 84, page 608 to 629 inclusive, dated July 1, 1888, filed May 22, 1893, to secure a bond issue of three million dollars, which includes a road bed, depots, rolling stock, etc., and also four thousand acres per mile to the road, of the lands which may inure or come to the said party of the first part, by virtue of the special grant of the State of Florida in aid of said railroad made March 12, 1879, etc., and it is my understanding from this information, which is in response to my inquiry, that the land grant was embraced in said trust deed, and incumbered by its covenants and provisions, and the lands aforesaid are subject thereto.

The original abstract is inclosed herewith.

Yours very truly,

W. S. JENNINGS,
General Counsel."

"Jacksonville, Florida,
January 17, 1906.

Trustees of the Internal Improvement Fund of the State
of Florida, Tallahassee.

Gentlemen:—

In further compliance with your instructions to ascertain the status and ownership of the land grants presented and represented by the Florida East Coast Railway Company, I beg to advise that I procured a memoranda abstract from the Clerk of the Circuit Court in and for St. Johns County on or about the 18th day of December, 1905, which shows:

(1) That a certain deed from the St. Johns & Halifax River Railroad Company, the Florida East Coast Railway Company, dated June 18, 1901, recorded in Deed Book 4, page 298, does not embrace land grants.

(2) That deed No. 13,067 referred to, recorded in book "R R" page 332, St. Johns County, does not embrace a land grant.

(3) That deed No. 13,325 recorded in book "N N" page 289, St. Johns County, does not include land grants.

(4) That deed No. 13,326, recorded in Book "N N," page 291, does not include a land grant.

(5) That deed No. 13,296, recorded in Book "N N," page 294, St. Johns County, does not include a land grant.

(6) That deed No. 13,397, recorded in Book "N N," page 297, does not include a land grant.

(7) That deed No. 16,346, recorded in Book "R R," page 175, does not include a land grant.

(The above references refer to deeds from St. Johns and Halifax Railway Company as mentioned, and is intended to show a complete abstract of the record, which forces one to the conclusion that there is no land grant embraced in the conveyances from the St. Johns & Halifax River Railroad Company, to the Florida East Coast Railway Company, conveying land grants as stated.

(8) It appears by said abstract that the St. Augustine & Halifax River Railway Company, executed a certain deed to the Florida East Coast Railway Company April 4, 1896, recorded in record book "ZZ," page 6, recorded in St. Johns County, Florida, which deed recites "All lands, tenements and hereditaments acquired or appropriated for the purpose of said railway, its branches

and extensions, including all lands and any portion thereof, granted or to be granted to the party of the first part or under any act of the Legislature, said lands granted by said State of Florida being more specifically set forth in deed from the State of Florida or the Board of Trustees of the Internal Improvement Fund of the State of Florida to the said Railway Company, as shown by the record in the said Counties of St. Johns and Putnam."

Thus it appears that while some language in this recital might leave the impression that land grants were conveyed, the latter part of the clause dispels this view by limiting the lands thereby granted to deeds executed by the Trustees of the Internal Improvement Fund, and therefore it is my opinion that no land grant such as was presented and represented by the Florida East Coast Railway Company was conveyed to it by these deeds.

(9) The Jacksonville, St. Augustine & Halifax River Railway Company executed a deed April 4, 1896, to the Florida East Coast Railway Company recorded in Book "Z Z." page 3, records of St. Johns County, in practically the same language quoted above in item 8, and in my opinion is to the same effect.

(10) The St. Johns River Railway Company executed a deed to the Florida East Coast Railway Company, dated April 4, 1896, recorded in Book "Z Z." at page 9, records of St. Johns County, with the same provisions and limitations as set forth in item 8 and 9 above and in my opinion is to like effect and does not convey legislative land grants, and therefore it is my opinion, based upon an examination of this search and abstract, that the Florida East Coast Railway has not become seized and possessed of any right, title or interest in legislative land grants made to:

- (a) St. Johns & Halifax River Railway Company.
- (b) St. Augustine & Halifax River Railway Company.
- (c) Jacksonville, St. Augustine & Halifax River Railway.
- (d) St. Johns River Railway Company.

The original abstract is inclosed and made a part of this report

Yours very truly,

W. S. JENNINGS,
General Counsel."

"Jacksonville, Florida,

January 17, 1906

Trustees of the Internal Improvement Fund of the State
of Florida, Tallahassee.

Gentlemen:

In further compliance with your instructions to ascertain the status and ownership of the land grants presented and represented by the Jacksonville, Tampa and Key West Railway Company, I beg to advise that I procured a memoranda abstract No. 471, dated December 15, 1905, and find in Item 1, of said abstract, that the land grant made to this company by the Legislature was included in a mortgage executed by the company to the Pennsylvania Company for Insurance on Lives and Grant Annuities, a corporation, etc., May 20, 1890, to secure the payment of four million dollars, with certain provisions appointing an agent and trustee to execute deeds at will, release lands sold, etc., which is more fully expressed in the abstract, which does not appear by said abstract to have been satisfied of record.

The same grantor executed to the same grantee a second mortgage for one million dollars, dated May 1, 1893, with certain provisions and powers relating to the disposition and release on lands, which does not appear by said abstract to have been satisfied, and therefore it would appear that these mortgages were a lien upon the interest that the company has in said land grants. The original abstract is inclosed herewith and made a part of this report.

Yours very truly,

W. S. JENNINGS,

General Counsel."

"Jacksonville, Florida,

January 17, 1906.

Trustees of the Internal Improvement Fund of the State
of Florida, Tallahassee.

Gentlemen:—

In further compliance with your instructions concerning the legal status and ownership of the land grants presented and represented by the Florida East Coast Railway Company, claiming 2,040 acres of land under legislative land grants, I beg to advise that I procured an abstract of title from the Realty Title and Trust Company,

under date of December 7, 1905. No. 1121, and find by Item No. 1 of said abstract that the Florida East Coast Railway Company executed a trust deed to the Colonial Trust Company of New York on its property other than lands granted or to be granted by the Legislature, and other lands, and from Item No. 2 of said abstract I find that the Florida East Coast Railway Company executed two mortgages to the Colonial Trust Company, to secure the payment of \$8,741.00, expressly excepting lands or any portion thereof granted or to be granted to the first party by or under any act of the Legislature of the State of Florida, and other lands.

That it would appear from said abstract that the Florida East Coast Railway Company had not conveyed its right, title and interest to said legislative land grants.

The original abstract is inclosed herewith, and is made a part of this report.

Yours very truly,

W. S. JENNINGS,
General Counsel."

"Jacksonville, Florida,

January 17, 1906.

Trustees of the Internal Improvement Fund of the State
of Florida, Tallahassee.

Gentlemen:—

In further compliance with your request to examine into the legal status and ownership of the railroad land grant claims presented and represented by the Wisner Land Company and others, I beg to advise that I procured a memoranda abstract covering the ownership, title, encumbrances, etc., including the conveyances between certain railroad companies, viz: Florida East Coast Railway; Florida East Coast and Gulf; Jacksonville, St. Augustine & Indian River Jacksonville, St. Augustine and Halifax River Railroad Company; St. Augustine & Palatka Railroad; Atlantic & Western Railroad Company; Blue Springs, Orange City & Atlantic Railroad Company; Southeastern Railway; Atlantic Coast Railway; St. Johns & Indian River Railroad and Jacksonville and Atlantic Railway.

The search covers that period of time extending from the beginning of public records in Duval County, Florida, to the 3rd day of May, A. D. 1901, prepared for the Real-

ty Title & Trust Company by the Florida Abstract & Title Security Company, December 18, 1905, No. 9849.

Item No. 1 of said abstract shows a trust deed to secure an issue of bonds of thirty thousand dollars, which appears to be unsatisfied.

Item No. 2 shows a conveyance by warranty deed from the St. Augustine & Halifax River Railway Company to the Florida East Coast Railway Company, which appears to be regular, as having been properly witnessed, the corporate seal affixed, attested and acknowledged.

Item No. 3 shows a conveyance from the Jacksonville Bridge Company to the Florida East Coast Railway Company, Book 109, page 134, filed May 5, 1897.

Item No. 4 shows a conveyance from Jacksonville & Atlantic Railroad Company to the Florida East Coast Railway Company, including all properties, branches, etc., and all lands or any portion thereof, granted or to be granted to the first party by act of the Legislature of the State of Florida, said lands being more specifically set forth in a deed from the State of Florida by the Trustees of the Internal Improvement Fund to said Railroad Company, and other lands named appearing in Record Book 127, Duval County, page 163, dated September 25, 1905.

This item, as appears from said search, covers all conveyances shown upon the record of the Abstract Company between the twelve corporations named above, which does not, in my opinion, show title in the Florida East Coast Railway Company to the land grants made to the Jacksonville, St. Augustine & Indian River Railroad; to Florida Coast & Gulf; the St. Augustine & Halifax River Railway Company; the St. Augustine & Palatka; the Atlantic & Western; the Blue Springs, Orange City & Atlantic Railroad; the Southeastern Railway; the Atlantic Coast; St. Johns & Indian River, and the Jacksonville & Atlantic Railway Company.

The original abstract No. 9849, dated December 18, 1905, is inclosed herewith and made a part of this report.

Yours very truly,

W. S. JENNINGS,
General Counsel."

Governor N. B. Broward presented his account for forty-five dollars and fifteen cents for expenses of trip to

Fort Lauderdale and return to inspect work being done on the dredges for the reclamation of the Everglades, which was approved and ordered paid.

The Featherstone Foundry and Machine Company's account for four thousand nine hundred and ninety-two dollars and twenty cents (\$4,992.20), part payment for dredges and machinery, was ordered paid. Also account of Attorney General W. H. Ellis for twenty-three dollars and eighty cents expenses of trip to Jacksonville to represent Trustees in litigation in the United States Court; also account of Merrill-Stevens Company for nine hundred and fifty-two dollars and forty-six cents, for material to be used in the construction of dredges.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,
March 2, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of the Capital Publishing Company for three hundred and twenty-two dollars and fifty cents for printing pamphlet report of Trustees was presented, approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,
March 13, 1906

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were presented, approved and ordered paid:

T. E. Perkins, cashier, for John W. Newman, expenses for one week in re construction of dredges.	\$555.71
I. N. Withers, State agent, for selecting swamp and overflowed lands, services for one month..	140.41
J. H. Smith, for services in inspecting lumber for the construction of dredges.....	32.95
Jno. W. Newman, services and expenses in re construction of dredges.	1,208.28
Merrill-Stevens Co., for material in reconstructing dredges	252.31

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,
March 14, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The account of the Capital Publishing Company for printing financial statements of the Trustees from Jan-

uary, 1855, to December 31, 1904, for \$537.25, was presented, approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida,

March 14, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

Upon presentation by the Governor of a telegram from Mr. Bion H. Barnett from New York, in regard to the purchase of bonds and the deposit of money by the Trustees, the Governor was requested to wire Mr. Barnett that if the bonds were acceptable to the Trustees, \$25,000 would be deposited in the National Bank of Jacksonville; upon presentation of letters addressed to Hon. W. V. Knott, Treasurer, and Hon. A. C. Croom, Comptroller, members of the Board, from Mr. A. T. Williams, requesting a deposit of \$25,000 in People's Bank & Trust Company of Jacksonville, the Governor was requested to notify Mr. Williams that, upon deposit of \$15,000, Dade County bonds, the bank would be given a deposit of \$15,000.

The Capital Publishing Company presented a bill for the publication of 500 copies, financial statement of Trustees from 1855 to 1904, both included, at \$1.75 a page amounting to 362 pages, which was ordered paid. The Capital Publishing Company also presented a bill for the publishing of 205 pages of Salesman's Report at 75c a page, which was ordered paid. It was ordered by the trustees that the secretary hold in reserve, subject to the order of the Governor, 101 copies of the publication of the financial statement of the Trustees for the use of the Legislature.

The Capital Publishing Company appeared before the Trustees, through its president, Mr. I. B. Hilson, for instruction as to how many copies of the financial state-

ment were to be printed. The Trustees instructed that twenty-five copies be printed in law sheep, at \$1.25 per copy, and that 75 uncut copies be turned over to the secretary, and that he be instructed to put them away in the vault for future printing if need arose for it.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., March 16, 1906.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented, approved and ordered paid:

N. B. Broward, Governor, for expenses of trip to Fort Lauderdale and return to inspect dredges..	\$44.25
John T. Costa, for clerical services for Trustees in preparing profile line of canal from Lake Okechobee to Atlantic Ocean.	10.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., March 22, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of Mr. C. L. Clark, for surveying 80.00

acres of swamp and overflowed lands in Sec. 7, T. 4, S., R. 29 E., to ascertain the amount of trespass on same, amounting to \$6.00, was presented and ordered paid, the check to be sent to Mr. C. J. Perry, Sheriff of St. Johns County, at St. Augustine, Fla.

Hons. P. W. White, C. M. Cooper and George F. Miles, representing the East Coast Canal and Transportation Company, appeared before the Trustees and submitted a proposition for the conveyance by the Trustees to the Canal Company, of about four hundred and thirty thousand (430,000) acres of land, upon the completion of the canal between the Matanzas and Halifax Rivers, and the extension of the canal into the St. Johns River.

The Trustees, after considering the proposition of the said canal company, decided to submit to the said canal company the proposition hereinafter stated, and proposed to the said canal company to enter into an agreement with the said company, embracing the terms as stated hereinafter.

PROPOSITION.

1st. The canal company will finish the canal as originally contemplated and continue it into the St. Johns River at a point to be hereafter agreed upon, and within such time as may be hereafter agreed upon.

2nd. The canal company shall maintain the canal at a depth of six (6) feet and a width of fifty (50) feet or greater, along the entire line of the canal, and in the event of the failure of the canal company so to maintain its canal the title to the same shall become vested in the State of Florida.

3rd. The Trustees shall at all times exercise supervision and control over the management of the canal, and shall fix the rate of tolls and the basis upon which the same shall be fixed.

4th. That when the Trustees find it necessary, in their discretion, to clear the canal from obstructions or to maintain it at the agreed depth and width, the Trustees may proceed to have such work done, and the cost thereof shall be charged against the canal company, and become a lien upon its properties.

5th. That the canal company will permit the Trustees

and all other persons whomsoever, whenever they may desire so to do, to cut canals and drains into and across the company's canal and lands.

6th. The Trustees will convey to the canal company three hundred and thirty thousand (330,000) acres of land of the kind known as swamp and overflowed lands, in the following manner:

A deed to one hundred thousand (100,000) acres shall be executed and delivered to the canal company upon the execution by both parties of the contract embracing the terms herein stated.

A deed for two hundred and thirty thousand (\$230,000) acres of the same kind of lands will be executed by the Trustees to the canal company, and the same placed in escrow to be delivered to the canal company when the company shall have completed its canal into the St. Johns River and the whole line of said canal, including the St. Johns River extension, shall have been completed according to the plan herein indicated, that is to say a width of fifty (50) feet and a depth of six (6) feet, along its entire line, and in accordance with specifications to be hereafter agreed upon.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., March 27, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture was directed to sell to J. B. Carroll the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 23, T. 7 S., R. 17 E., containing 40.10 acres, at \$1.25 per acre, which are Internal Improvement lands proper. From evidence pre-

sented to the Trustees, it was shown that these lands have no timber on them, and are only useful as a pasture.

The Commissioner was also directed to sell to T. R. Alexander the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec. 21, T. 26 S., R. 20 E., containing 80 acres, at \$1.25 per acre, which has recently been patented to the State, as he innocently purchased those lands for taxes and has presented statements from two disinterested parties that most of it is low, wet land, with very little timber on the remainder, and only a few acres can be cultivated.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., March 29, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of John W. Newman, engineer, for pay-roll and expenses and services in reconstruction of dredges, for six hundred and fifty-two dollars and eighteen cents, was presented, approved and ordered paid.

The Trustees then adjourned.

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., April 6, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented, approved and ordered paid:

John W. Newman, engineer, for payroll and expenses in constructing dredges\$632.40
 W. H. Ellis, Attorney General, expenses to Jacksonville and return to represent Trustees in litigation. 20.17
 N. B. Broward, Governor, expenses of trip to Fort Lauderdale and return to inspect dredges, 44.25
 The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
 Secretary.

N. B. BROWARD,
 Governor.

Tallahassee, Fla., April 7, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of John W. Newman, engineer, for expenses and services in re construction of dredges, for six hundred and fifty-four dollars and eighteen cents, was presented, approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
 Secretary.

N. B. BROWARD,
 Governor.

Tallahassee, Fla., April 11, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. F. B. Bell, who has been acting as the agent for the

Trustees and the State concerning the timber in what is known as the "Dead Lakes," in Calhoun County, submitted a written statement relative to the condition of same, together with a contract he, the said Bell, had entered into with one J. P. Marchant to handle the remainder, or refuse timber and logs in said Dead Lakes.

Upon full consideration and explanation by the said Bell of the real conditions, the Trustees ordered that the written application of the said Bell, and the contract made by him with the said J. P. Marchant, be spread of record. The Trustees thereby approving and ratifying said contract as follows:

"Tallahassee, Fla., April 10, 1906.

To the Honorable Board Trustees for the Internal Improvement Fund.

Gentlemen:—

You will find inclosed a contract of agreement with Capt. J. P. Marchant, for your ratification. Said contract, as you will notice, covers all the unsurveyed lands owned by the State of Florida in Township Three (3) and Four (4), Range Nine West, and in Township Three (3) South, Range Ten West, locally known as the Dead Lakes, all in Calhoun County. The said so-called "Dead Lakes" being an overflowed cypress swamp, through which the channel of the Chipola River for nearly a distance of sixteen miles.

The contract with Capt. J. P. Marchant is made for the purpose of saving to the State the small balance of what timber is now left on the once heavily timbered tract of swamp lands; there being now only the smallest growth of standing trees, high stumps, old sunken tops with a small per cent. of dead heads, or sunken saw logs, from cuttings made by trespassers from 1873 up to as late as 1904. Capt. Marchant will have to go to the expense of four to five thousand dollars in putting in floating mills, shingle machines, deadhead barges, logging tools and an outfit with large barges to transfer and hold lumber and shingles.

It is my judgment, that the State will get more value out of what is left on these lands, in this way, than in any other. As I have already stated, all of the large

saw mill stuff has already been removed and marketed, really leaving only the clean-up or gleanings.

Respectfully.

F. B. BELL."

State of Florida, Franklin County.

This contract made and entered into this, the 13th day of March, A. D. 1906, by and between F. B. Bell, Agent for the State of Florida, of the first part and J. P. Marchant of the County of Franklin, State of Florida, of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the party of the second part making certain covenants and agreements herein contained, the said party of the first part agrees to give and does hereby give and let unto said party of the second part to cut, raise, float, run out, raft and drift to market all of the cypress timber and logs standing, or floating, or lying upon the unsurveyed lands of the State of Florida, located in the Dead Lakes in Calhoun County, and more particularly described as follows: Sections five (5), six (6), seven (7), eight (8), eighteen (18), nineteen (19), thirty (30) and thirty-one (31), in Township three (3) South, Range nine (9) West; Sections five (5), six (6), seven (7), eight (8), seventeen (17) and eighteen (18), in Township four (4) South, Range nine (9) West; Sections one (1), twelve (12), thirteen (13), twenty-four (24), twenty-five (25), and thirty-six (36), in Township three (3) South, Range ten (10) West.

And the said party of the first part further covenants that upon the payment of the stumpage of two dollars (\$2.00) per thousand hereinafter agreed upon, the said party of the second part shall have full and complete right, power and authority to dispose of said timber as the said party of the second part shall see fit and that upon the payment of said stumpage, the said timber shall become the property of the said party of the second part.

And the said party of the second part agrees to cut, raise, float, run out, raft and drift or otherwise market all of the marketable cypress timber now standing or lying felled, whether deadheads or otherwise, on the unsurveyed lands of the State of Florida hereinabove described and that he will have the same measured or surveyed by some competent surveyor and pay to said F. B. Bell, as agent

for the State of Florida, the stumpage of two dollars (\$2.00) per thousand superficial feet for all the timber as marketed.

It is understood and agreed that the said party of the second part is to market the entire quantity of marketable timber; either standing or felled, deadheads or floaters, both included, now on said land within five (5) years from the date of the execution of this contract.

It is further understood and agreed that the said F. B. Bell, shall have this contract ratified by the proper officials for his principal as soon as practicable after the execution thereof.

In witness whereof, the said parties have hereunto set their hands and seals in duplicate on this, the day and years first above written.

Signed, sealed and delivered
in presence of

1. Allie Harding,

F. B. BELL, (Seal)

2. W. J. Oven,

Witnesses to signature of Agent for State of Florida,
F. B. Bell.

1. Allie Harding,

J. P. MARCHANT (Seal)

2. W. J. Oven,

Witnesses to signature of
J. P. Marchant.

The following resolution was also adopted:

"Whereas, By Section 16, Chapter 610, Laws of Florida, approved January 6th, 1855, Section 432 of the Revised Statutes of Florida, the "Trustees of the Internal Improvement Fund are required to 'make such arrangements for the drainage of the swamp or overflowed lands as in their judgment may be most advantageous to the Internal Improvement Fund and the settlement and cultivation of the land.'"

And whereas, The arrangements made by the Trustees for the drainage of the swamp or overflowed lands belonging to the Fund make it necessary to sell a portion of said lands to drain other lands belonging to the fund;

And whereas, The Trustees have been offered what they deem, from the best information obtainable by them, a fair and reasonable price for some of said lands:—

Therefore, Be it resolved that such offer be and the same is hereby accepted and it is ordered that a conveyance be made to Joseph Jennings of 59,980 acres of the

swamp and overflowed lands in the county of Monroe for the sum of .44 2-3 cents per acre.

The following account was ordered paid:

I. N. Withers, services as State Agent in selecting swamp and overflowed lands\$172.70
The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., April 12, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented, approved and ordered paid:

The East Coast Railway Company, transportation charges on material for dredges	\$2,977.97
G. S. Baxter & Co., material for dredges.....	2,565.81
Merrill-Stevens Co., material for dredges.....	1,581.50
Featherstone Foundry & Machine Co., additional material for dredges	1,158.00
John W. Newman, expenses in re construction of dredges	604.65
J. J. Hodges, deputy clerk, copy of answer in re Kittel vs. Trustees	7.95
Clerk U. S. Cir. Ct., services as clerk and copy of papers	2.25

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., April 16, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of H. J. Drane for insurance on dredge, "Exergrlades" was approved and ordered paid amounting to \$210.00.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., April 17, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

The account of R. W. Williams for professional services since January 1, 1905, for three thousand dollars, settlement in full, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., April 19, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture was directed to sell

to D. A. Greer, the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. T. in T. 3. N. R. 11 W., containing 241.45 acres at \$1.50 per acre, which are Internal Improvement Lands proper. From sworn statements of disinterested parties it was shown that the lands contain very little timber of value, and only a few acres are suitable for cultivation.

The Commissioner was also directed to sell to A. J. Morgan the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 31 in T. 28 S., R. 23 E., containing 39.94 acres at \$1.25 per acre, which he desires for a pasture. This land has recently been patented to the State and most of the timber has been removed from same, and from statements of two disinterested parties the land has very little value except for pasture.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., April 21, 1906.

The Trustees met in the Executive Office

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The account of John W. Newman, engineer, pay-roll and expenses in re construction of dredges, was approved and expenses in re construction of dredges, was approved and ordered paid, for \$670.50.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., April 27, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The account of John W. Newman, engineer, for pay-rol and expenses in re construction of dredges for the week, amounting to seven hundred and forty-seven dollars and thirty cents, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., May 1, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The account of John W. Newman, engineer, for pay-roll and expenses in re construction of dredges, for seven hundred and eight dollars and eighty cents, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., May 3, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The letter of P. A. Vans Agnew, in relation to certain lands claimed by the United Land Company, was referred to Hon. W. S. Jennings, general counsel, for reply on behalf of the Trustees, at such time and in such manner as may, in his judgment, be best.

Purchase of a lighter by John W. Newman, engineer,

for two hundred and seventy-five dollars, was approved, and account ordered paid.

The account of I. N. Withers, State Agent, for selecting swamp and overflowed lands, for eighty-two dollars and twenty-four cents, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., May 8, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

The account of John W. Newman, engineer for pay-roll and expenses in re construction of dredges, for nine hundred and eighty-eight dollars was presented, approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., May 23, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture.

Upon considering the application of G. H. Harris to purchase the N $\frac{1}{2}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 17, in T. 5 N., R. 16 W., containing 120.46 acres Internal Improvement Lands proper, the statements furnished by D. J. Paul, ex-sheriff C. M. Cox, and other prominent men showing that all timber of value has been removed, and that it

has no value except as a hog pasture for Mr. Harris, who owns adjoining lands, the Trustees ordered that the price be reduced to \$1.25 per acre, and directed the Commissioner of Agriculture to prepare a deed for same to G. H. Harris upon receipt of said amount.

The account of John W. Newman, for pay-roll and expenses in re construction of dredges, for six hundred and eighty-five dollars and fifteen cents, was approved and ordered paid; also the account of John W. Newman, pay-roll and expenses in re construction of dredges, for six hundred and fifty-seven dollars and twenty-nine cents, approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., June 5, 1906.

The Trustees met in the Executive office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of N. B. Broward, for forty-five dollars and seventy-five cents, expenses of trip to Fort Lauderdale and return to inspect dredges was presented, approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., June 6, 1906.

The Trustees met in the Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of W. S. Jennings, general counsel for

Trustees, for the sum of three hundred and eighty-four dollars and seventy-one cents (\$384.71) to cover traveling expenses and incidentals in representing the Trustees in litigation, was presented, approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., June 9, 1906.

The Trustees met in the Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of Reed A. Bryan, agent, for Trustees at Fort Lauderdale, for \$1,248.31, payroll and expenses in re construction of dredges, for week, was approved and ordered paid.

The account of P. N. Bryan & Sons for four hundred dollars (\$400) for material for use on dredges, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., June 12, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid.

Merrill-Stevens Company, material used in the
construction of dredges\$ 590.60

Florida East Coast Railway Co., transportation
charges on material for dredges 3,101.91
The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., June 14, 1906.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of Reed A. Bryan for seven hundred and
seventeen dollars and thirty cents, pay-roll and expenses
in re construction of dredges was approved and ordered
paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., June 15, 1906.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Believing from the reports of Hon. Fred Hoisington,
special agent of the General Land Office, and Hon. I. N.
Withers, special agent of the Trustees, who examined the
following lands and reported the same not to be swamp
and overflowed, within the meaning of the Swamp Grant
Act of September 28th, 1850, that the State is not entitled
to same, it is hereby ordered that Hon. B. E. McLin, Com-
missioner of Agriculture, is hereby directed to make the
following waivers for the lands as per the following two
lists, to-wit:

LIST 1.

	Sec.	Tp.	R.	Acres.
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	30	17	20	39.93
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	18	18	20	40.00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$	18	18	20	40.00
N $\frac{1}{2}$ of SW $\frac{1}{4}$	18	18	20	46.50
N $\frac{1}{2}$ of NW $\frac{1}{4}$	20	18	20	80.11
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	28	18	20	39.98
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	28	18	20	39.98
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	34	18	20	40.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	35	23	25	39.94
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	36	23	25	39.81
SW $\frac{1}{4}$ of SW $\frac{1}{4}$	36	23	25	39.81
W $\frac{1}{4}$ of NE $\frac{1}{4}$	1	27	25	79.97
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	7	23	26	45.90
Lot 2.....	33	15	27	40.50
Lot 3.....	33	15	27	54.75
NW $\frac{1}{4}$	33	15	27	160.00
E $\frac{1}{2}$ of NW $\frac{1}{4}$	5	16	27	79.85
SE $\frac{1}{4}$, E $\frac{1}{2}$ of SW $\frac{1}{4}$	5	16	27	159.70
E $\frac{1}{2}$ of NE $\frac{1}{4}$	6	16	27	79.90
E $\frac{1}{2}$ of SE $\frac{1}{4}$	6	16	27	79.90
Lot 1.....	15	16	27	25.70
Lot 2.....	15	16	27	2.15
Lot 3.....	15	16	27	46.00
Lot 4.....	15	16	27	34.85
NE $\frac{1}{4}$ of NE $\frac{1}{4}$	17	16	27	39.99
E $\frac{1}{2}$ of SE $\frac{1}{4}$	17	16	27	68.40
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	7	17	27	40.00
E $\frac{1}{2}$ of NW $\frac{1}{4}$	7	17	27	80.00
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	7	17	27	40.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	8	17	27	40.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	8	17	27	40.00
Lot 5.....	22	37	35	34.71
Lot 6.....	22	37	35	58.11
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	22	37	35	40.80
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	22	37	35	40.82
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	22	37	35	40.80
Lot 5.....	24	37	35	25.50
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	37	35	40.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$	27	37	35	40.79
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	28	37	35	40.00
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	28	37	35	40.00

	Sec.	Tp.	R.	Acres.
Lot 5	32	37	36	27.29
Lot 1.	36	38	36	25.60
				<hr/>
				2,417.30

LIST 2.

	Sec.	Tp.	R.	Acres.
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	12	9	9	40.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$	22	9	9	39.92
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	12	9	23	39.32
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	12	9	23	39.32
E $\frac{1}{2}$ of NE $\frac{1}{4}$	14	9	23	80.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$	10	5	23	80.42
NE $\frac{1}{4}$	2	6	23	159.50
NW $\frac{1}{4}$	2	6	23	159.50
NE $\frac{1}{4}$	4	6	23	160.00
SE $\frac{1}{4}$	4	6	23	160.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	4	6	23	41.00
NE $\frac{1}{4}$	14	6	23	160.05
SE $\frac{1}{4}$	14	6	23	160.05
SW $\frac{1}{4}$	14	6	23	160.05
NW $\frac{1}{4}$ of SE $\frac{1}{4}$	20	7	23	40.19
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	30	4	24	39.99
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	35	4	25	40.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	22	5	25	38.71
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	25	5	25	40.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$	26	5	25	79.72
N $\frac{1}{2}$ of NE $\frac{1}{4}$	27	5	25	78.22
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	27	5	25	39.11
NW $\frac{1}{4}$ of SE $\frac{1}{4}$	27	5	25	39.11
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	4	6	25	39.95
W $\frac{1}{2}$ of NE $\frac{1}{4}$	21	6	25	80.03
N $\frac{1}{2}$ of SE $\frac{1}{4}$	21	6	25	80.03
NW $\frac{1}{4}$	21	6	25	160.06
SW $\frac{1}{4}$	21	6	25	160.06
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	22	6	25	40.03
NE $\frac{1}{4}$	23	6	25	160.10
SE $\frac{1}{4}$	23	6	25	160.10
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	24	6	25	40.04
W $\frac{1}{2}$ of SE $\frac{1}{4}$	25	6	25	80.09
NE $\frac{1}{4}$ of NW $\frac{1}{4}$	25	6	25	40.04
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	6	25	40.05

	Sec.	Tp.	R.	Acres.
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	6	25	40.04
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	25	6	25	40.04
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	24	6	25	40.05
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	25	6	25	40.05
NW $\frac{1}{4}$ of NE $\frac{1}{4}$	26	6	25	39.94
NW $\frac{1}{4}$ of SE $\frac{1}{4}$	26	6	25	39.95
W $\frac{1}{2}$ of NW $\frac{1}{4}$	27	6	25	80.03
NE $\frac{1}{4}$ of NE $\frac{1}{4}$	28	6	25	39.95
S $\frac{1}{2}$ of NE $\frac{1}{4}$	28	6	25	79.91
NW $\frac{1}{4}$	28	6	25	159.82
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	28	6	25	39.96
S $\frac{1}{2}$ of SW $\frac{1}{4}$	28	6	25	79.91
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	29	6	25	40.04
N $\frac{1}{2}$ of SW $\frac{1}{4}$	29	6	25	80.08
S $\frac{1}{2}$ of NW $\frac{1}{4}$	29	6	25	80.08
N $\frac{1}{2}$ of NE $\frac{1}{4}$	30	6	25	79.78
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	30	6	25	39.89
NW $\frac{1}{4}$ of NE $\frac{1}{4}$	31	6	25	39.92
SW $\frac{1}{4}$ of SW $\frac{1}{4}$	31	6	25	39.92
NE $\frac{1}{4}$	32	6	25	159.84
NW $\frac{1}{4}$	33	6	25	159.60
S $\frac{1}{2}$ of NE $\frac{1}{4}$	33	6	25	79.80
N $\frac{1}{2}$ of SW $\frac{1}{4}$	33	6	25	79.80
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	33	6	25	39.90
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	35	6	25	40.04
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	4	7	25	39.60
W $\frac{1}{2}$ of NE $\frac{1}{4}$	4	7	25	79.20
NE $\frac{1}{4}$ of NW $\frac{1}{4}$	1	19	25	40.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	1	19	25	40.00
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	13	19	25	40.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	24	19	25	40.00
W $\frac{1}{2}$ of SW $\frac{1}{4}$	24	19	23	80.15
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	11	21	25	40.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$	11	21	25	80.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$	14	21	25	80.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	22	21	25	40.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$	22	21	25	40.00
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	23	21	25	40.00
W $\frac{1}{2}$ of SE $\frac{1}{4}$	24	21	25	80.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	24	21	25	40.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	27	21	25	40.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	28	21	25	40.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	34	21	25	40.00

	Sec.	Tp.	R.	Acres.
W $\frac{1}{2}$ of SE $\frac{1}{4}$	34	21	25	80.00
Lot 3.	20	4	26	45.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$	27	20	26	40.05
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	5	21	26	40.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	5	21	26	40.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	1	4	27	40.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	24	4	27	39.65
NE $\frac{1}{4}$ of NW $\frac{1}{4}$	25	4	27	40.15
W $\frac{1}{2}$ of SW fractional.	29	20	27	75.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$	34	23	27	39.97
N $\frac{1}{2}$ of SE $\frac{1}{4}$	4	24	27	80.06
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	4	24	27	40.03
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	7	24	27	40.30
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	8	24	27	39.82
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	8	24	27	39.82
SW $\frac{1}{4}$ of SW $\frac{1}{4}$	18	24	27	45.19
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	19	24	27	44.73
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	20	24	27	40.16
E $\frac{1}{2}$ of NE $\frac{1}{4}$	21	24	27	80.59
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	21	24	27	40.29
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	22	24	27	40.11
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	22	24	27	40.12
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	26	24	27	39.89
W $\frac{1}{2}$ of SW $\frac{1}{4}$	26	24	27	79.78
N $\frac{1}{2}$ of NE $\frac{1}{4}$	27	24	27	79.90
S $\frac{1}{2}$ of SE $\frac{1}{4}$	27	24	27	79.90
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	28	24	27	39.93
SW $\frac{1}{4}$ of SW $\frac{1}{4}$	28	24	27	39.93
W $\frac{1}{2}$ of NW $\frac{1}{4}$	30	24	27	87.84
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	30	24	27	43.92
S $\frac{1}{2}$ of SW $\frac{1}{4}$	30	24	27	83.92
NE $\frac{1}{4}$ of NW $\frac{1}{4}$	31	24	27	40.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	31	24	27	41.36
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	33	24	27	40.08
N $\frac{1}{2}$ of NE $\frac{1}{4}$	34	24	27	80.24
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	34	24	27	40.15
E $\frac{1}{2}$ of SE $\frac{1}{4}$	34	24	27	80.25
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	34	24	27	40.15
NW $\frac{1}{4}$	35	24	27	160.22
SW $\frac{1}{4}$	35	24	27	160.22
Lot 2.	33	4	28	48.50
Lot 3.	33	4	28	60.50
N $\frac{1}{2}$ of NE $\frac{1}{4}$	2	19	28	80.01

	Sec.	Tp.	R.	Acres.
NE $\frac{1}{4}$ of NW $\frac{1}{4}$	2	19	28	40.01
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	18	19	28	40.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$	24	19	28	80.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$	26	19	28	40.23
N $\frac{1}{2}$ of NE $\frac{1}{4}$	17	20	28	80.02
N $\frac{1}{2}$ of NW $\frac{1}{4}$	17	20	28	80.02
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	6	22	28	40.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$	7	22	28	40.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	7	22	28	40.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$	10	23	28	39.98
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	10	23	28	39.98
NW $\frac{1}{4}$ of SE $\frac{1}{4}$	10	23	28	39.98
NE $\frac{1}{4}$ of NE $\frac{1}{4}$	11	23	28	40.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	11	23	28	40.01
N $\frac{1}{2}$ of NW $\frac{1}{4}$	15	23	28	80.00
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	15	23	28	40.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	21	23	28	40.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$	22	23	28	40.10
N $\frac{1}{2}$ of NW $\frac{1}{4}$	22	23	28	80.21
W $\frac{1}{2}$ of SW $\frac{1}{4}$	22	23	28	80.21
NE $\frac{1}{4}$ of NE $\frac{1}{4}$	23	23	28	39.98
W $\frac{1}{2}$ of NW $\frac{1}{4}$	26	23	28	79.94
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	26	23	28	39.97
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	27	23	28	40.08
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	3	24	28	39.97
S $\frac{1}{2}$ of NE $\frac{1}{4}$	21	24	28	79.94
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	21	24	28	39.97
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	2	20	29	39.91
NE $\frac{1}{4}$ of NW $\frac{1}{4}$	9	20	29	39.99
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	23	20	29	39.95
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	23	20	29	39.95
S $\frac{1}{2}$ of NE $\frac{1}{4}$	33	20	29	80.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	34	20	29	40.00
N $\frac{1}{2}$ of SW $\frac{1}{4}$	34	20	29	87.84
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	34	20	29	43.93
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	34	20	29	43.93
Lot 3.	10	20	30	56.90
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	18	21	30	40.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$	20	21	30	39.92
NW $\frac{1}{4}$ of NE $\frac{1}{4}$	20	21	30	39.92
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	20	21	30	39.92
NE $\frac{1}{4}$ of NE $\frac{1}{4}$	24	21	30	40.38
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	24	21	30	40.38

	Sec.	Tp.	R.	Acres.
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	24	21	30	40.38
N $\frac{1}{2}$ of NW $\frac{1}{4}$	25	21	30	80.81
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	25	21	30	40.40
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	25	21	30	40.41
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	23	21	31	40.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$	32	21	31	79.90
N $\frac{1}{2}$ of NW $\frac{1}{4}$	32	21	31	79.90
S $\frac{1}{2}$ of NE $\frac{1}{4}$	35	21	31	79.90
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	35	21	31	39.99
W $\frac{1}{2}$ of NW $\frac{1}{4}$	1	2	31	79.53
NE $\frac{1}{4}$ of NE $\frac{1}{4}$	9	20	32	39.78
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	9	20	32	39.78
S $\frac{1}{2}$ of SE $\frac{1}{4}$	20	20	32	79.76
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	23	20	32	39.73
W $\frac{1}{2}$ of SE $\frac{1}{4}$	23	20	32	79.46
E $\frac{1}{2}$ of SW $\frac{1}{4}$	23	20	32	79.46
W $\frac{1}{2}$ of NE $\frac{1}{4}$	26	20	32	79.58
N $\frac{1}{2}$ of NE $\frac{1}{4}$	29	20	32	80.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	29	20	32	40.01
S $\frac{1}{2}$ of NW $\frac{1}{4}$	29	20	32	80.01
W $\frac{1}{2}$ of SE $\frac{1}{4}$	29	20	32	80.01
E $\frac{1}{2}$ of SW $\frac{1}{4}$	29	20	32	80.01
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	33	20	32	40.07
S $\frac{1}{2}$ of NW $\frac{1}{4}$	8	2 N	12 E	79.44
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	20	2 E	12 E	39.89
				<hr/> 11,801.77

The account of I. N. Withers, State agent, for selecting swamp and overflowed lands, amounting to fifty-two dollars and seventy-three cents, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., June 18, 1906.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of G. S. Baxter and Company, amounting to twelve hundred and eighty-seven dollars and ten cents, material for dredges, was presented, approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., June 20, 1906.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented, approved and ordered paid:

First National Bank of Tallahassee, for Reed

A. Bryan, agent for Trustees\$737.50

First National Bank of Tallahassee, exchange 1.84

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., June 23, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of W. S. Jennings, General Counsel for Trustees, amounting to \$384.71, traveling expenses and incidentals in representing Trustees in litigation, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., June 25, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

Featherstone Foundry and Machine Company	
material for dredges	4,071.98
H. J. Drane, insurance on dredges	350.00
Southern Express Company	3.30
The Electric Company, work on dredges.....	55.85
Atlantic Coast Forwarding Co., transportation	
on material for dredges	50.41
J. J. Hodges, Dep. U. S. Clerk, copy of papers...	17.65
Ritty Bros., iron work on dredges.	7.75

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., June 27, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following applications to purchase swamp and

overflowed lands were carefully examined by the Trustees and it was shown by statements furnished by them and other disinterested parties who also made full report of the character of the lands, and timber on same, that they should be allowed to purchase the same for protection: Hon. B. E. McLin, Commissioner of Agriculture, was directed to sell to

Albert F. Shultz, Lot 2 of Section 27, in T. 66 S. R. 29 E., containing 28.01 acres, at \$1.25 per acre, who wants it for an outlet into the bay.

To Joseph Waddington, Lot 9, of Section 34, T. 18 S. R. 16 E., at \$1.50 per acre for improvement, as it adjoins his property and home place.

To E. R. Childers, the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 30, T. 32 S., R. 26 E., containing 40 acres, at \$5.00 per acre, and the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, of Sec. 30 in T. 32 S, R. 26 E, containing 40 acres at \$2.50 per acre, who owns the adjoining lands and wants same for improvement.

To Capt. Lewis Roberts, Lot 3, of Section 1, in T. 37 S., R. 17 E., containing 15.23 acres, at \$1.25 per acre, who owns the land back of this lot, and wants it for water front.

To W. W. Bateman, the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 22, in T. 33 S., R. 25 E., containing 40.22 acres, at \$1.50 per acre. He owns adjoining lands and wants this for a home pasture.

To W. S. Bullock, the NW $\frac{1}{4}$ of SE $\frac{1}{4}$, of Section 25, in T. 20 S., R. 28 E., containing 40.12 acres at \$1.25 per acre, who desires it for the clay thereon to use in making a good road to Wekiva Springs.

Evidence having been produced by William Smith and John A. Clark, showing to the satisfaction of the Trustees that they were misled as to the location of the lands, and thought they were purchasing other lands, the Trustees ordered their entry No. 15937, for the E $\frac{1}{2}$ of NE $\frac{1}{4}$, NW $\frac{1}{4}$ of NE $\frac{1}{4}$, NE $\frac{1}{4}$ of NW $\frac{1}{4}$, SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 7, in T. 2 S., R. 13 W., containing 360.36 acres, for which their deed had not been delivered, cancelled, and the purchase money, amounting to \$720.72, refunded to William Smith, of Chipely, Fla., which was requested by John A. Clark, by letter to the Commissioner of Agriculture.

The following accounts were presented and ordered paid:

Merrill-Stevens Company, machinery for dredges	\$1,610.11
J. R. Wiggins, for appraising and inspecting State lands	5.00
The Trustees then adjourned.	

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., June 28, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were presented, approved and ordered paid:

First National Bank of Tallahassee, for Reed A. Bryan, agent, pay-roll and expenses in re-construction of dredges	\$759.35
The Trustees then adjourned.	

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., June 30, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were approved and ordered paid:

R. W. Williams, services in suits for Trustees...	\$175.00
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The Capital Publishing Co., printing for Trustees. \$ 2.50
 Florida Electric Company, material used on
 dredges 5.30
 Stranahan & Co., supplies for dredges..... 108.66

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., July 2, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The account of W. S. Jennings, General Counsel for Trustees, for \$2,500.00, to cover salary for six months ending June 30, 1906, was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., July 11, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:

First National Bank of Tallahassee, for Reed A.

Bryan, agent, pay-roll and expenses for week in

drainage of Everglades\$617.84

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

N. B. BROWARD,

Secretary.

Governor.

Tallahassee, Fla., July 16, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Hon. B. E. McLin, Commissioner of Agriculture, offered the following resolution:

"Resolved, That the Secretary of the Trustees of the Internal Improvement Fund, W. M. McIntosh, Jr., is requested to prepare as promptly as possible, and report to the Trustees, a classified statement of the expenses attending the purchase of material, labor and all matters pertaining to the construction of dredges and preliminary work connected with the drainage work.

1st. The amount paid the Featherstone Company for machinery of all kinds.

2nd. Amount paid other companies (naming them) for machinery and material.

3rd. Amount paid for lumber of all kinds and to whom. Give each firm separate.

4th. Amount of small bills to various parties, for nails, tools, etc.

5th. Amount paid per month for labor of all kinds.

6th. Amount paid for plats, surveys and other matters pertaining to information, compiling same, etc.

7th. Amount paid for inspecting, supervising and overlooking the work by any of the Trustees.

8th. Amount paid for printing pertaining to Everglade drainage, if anything, and for what.

9th. What paid out for freight in these classes; "A" for lumber, "B" for machinery, "C" any other freight, if any.

10th. Report any balance due from the Trustees, for what, to whom, in items, seriatim.

11th. Balance cash in fund subject to use after bills are paid up."

Which was adopted.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., July 17, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture offered the following resolution, which was unanimously adopted:

"Whereas, it appears that the I. I. Fund, proper, has not contributed to the expense of management and sale of the lands for a number of years, and

Whereas, it is deemed to be right and proper that said fund should contribute its pro rata share of the necessary expenses of administration of the trust, therefore,

Be it resolved, that all accounts for clerical services rendered to the Trustees in the administration of the trust, and all postage, stationery and other items required for use by the Trustees shall hereafter be paid from the Internal Improvement Fund, Proper, until otherwise ordered by the Trustees."

The Secretary was instructed to prepare blanks for a daily log to be used on the dredge boats, and Capt. R. E. Rose was respectfully requested to assist in the preparation thereof.

The Secretary presented two policies, covering builder's risk on dredge boats, and, after consideration thereof, the Secretary was directed to write Mr. H. J. Drane, insurance agent, as follows:

"July 17, 1906.

Mr. H. J. Drane,
Lakeland, Florida.

Dear Sir:

Yours of the 15th inst., addressed to the Comptroller, inclosing renewal of builders' risk policies on dredge boat "Everglades," maturing July 19, 1906, has been referred to the Trustees and I am directed to return said policies and to say that the Trustees do not desire to renew the expired policies on builders' risk. The policies now in force, and which expire September 24, 1906, amount to \$40,000.00 on the dredge "Everglades," etc., and the Trustees desire, if satisfactory rates can be obtained, to make a change in the method of insurance. The dredge "Ever-

glades" is about completed, at a cost of about \$50,000.00, and the Trustees would like to be informed immediately the rates of insurance that would be charged per thousand on insurance policies for one and three years respectively on said dredge, and the amount of insurance that the companies would be willing to carry thereon. The Trustees also desire to carry separate insurance in the shape of builders' risk on the new dredge, now in course of construction, known as the "Okeechobee," together with the machinery, lumber, etc., intended to be put into said dredge. The amount that will be required to begin with on the "Okeechobee," etc., will be \$20,000.00. You will please look into the matter and advise me as to the cost of insurance in both of these cases immediately, and also how much return premium will be credited in case existing policies are retired, and also if existing builders' risk on the Everglades can not be transferred to the "Okeechobee" without cost.

This is a matter of importance to the Trustees, and your prompt attention thereto will be greatly appreciated.

Yours very truly,

W. M. McINTOSH, JR., Secretary."

The following accounts were presented and ordered paid:

The East Coast Railway Company for Trustees' share of the cost of spur track at Ft. Lauderdale	\$933.82
G. S. Baxter & Co., material for dredges	485.25
Stranahan & Co., supplies for dredges	133.77
John McDougall, P. M., postage	63.60
Capital Publishing Co., printing for Trustees	61.25
Frank T. Budge, supplies for dredges	80.54
Reed A. Bryan, expenses <i>in re</i> construction of dredges	130.75
P. N. Bryan, board of laborers to work on dredges ..	\$21.00
W. G. Lewis, supplies for dredges, groceries, etc. .	4.15
I. N. Withers, services in selecting swamp lands ...	89.77
J. A. McDonald Co., material for construction of dredges	5.65
H. F. Scruggs & Co., plumbers, work on dredges ...	9.85

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., July 19, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The matter of refunding purchase money on Entry No. 15,937, was taken up, and after discussing the resolution adopted June 27, 1906, in relation to refunding the amount of said Entry No. 15,937, the following resolution was adopted:

"Resolved, That the Secretary communicate with John A. Clark and William Smith as to Entry No. 15,937 and state to them that the Trustees are willing to refund the amount paid for such entry, upon receipt of a joint request by them and specific direction as to how the check therefor should be made."

The following bills were approved and ordered paid:
First National Bank, of Tallahassee, for Reed A.

Bryan, expenses for two weeks in reconstruction of dredges\$1,170.70

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., July 20, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture was directed to sell the SW $\frac{1}{4}$ of NW $\frac{1}{4}$, of Sec. 29, in T. 3 N., R. 17 W., to T. W. Rushing, at \$125 per acre, as it was shown that said land had no timber on it, and is very poor land, and has been in cultivation for 15 years and wanted for a home.

And to sell the NE $\frac{1}{4}$ of SW $\frac{1}{4}$, of Section 31, in T. 28 S., R. 23 E., to George Hamilton at \$1.25 per acre, as it

is near his home, and he desires it for a pasture and has furnished statements from two disinterested parties that it is poorly timbered and of an inferior grade.

And also the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, of Sec. 9, T. 26 S., R. 20 E., to J. R. Cooper, who has valuable improvements on same, for \$1.00 per acre, as said lands have practically no timber on same and 25 acres under water

The Secretary is directed to furnish the Commission of Agriculture with copy of the above.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., July 21, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

B. E. McLin, Commissioner of Agriculture

Governor N. B. Broward presented his account for \$44.00 to cover expenses of trip to Fort Lauderdale to inspect work on dredges, which was approved and ordered paid.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., July 26, 1906.

The Trustees met in Exexecutive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

First National Bank of Tallahassee, for Reed A.

Bryan, agent, expenses for one week in re drainage of Everglades\$586.51

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., July 27, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture was directed to sell all of Lot 1 (except the S.E $\frac{1}{4}$ of NE $\frac{1}{4}$) in Sec. 21, and the N. $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec. 22, in T. 5 S., R. 13 E., containing 190.50 acres, to Mrs. Effie C. McCall, a widow with two children, who is now living on same, at \$1.00 per acre, as it was shown that said land has no timber of value on it, and has been turpentineed and the land is poor and sandy with sloughs on it.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., August 1, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following resolution was adopted:

"Whereas, the lands offered to be purchased by the Hill-

man-Sutherland Company, and which the Trustees were considering a proposition to sell, appear from representations made by the Hillman-Sutherland Company and by Mr. B. A. Carter, who subsequently upon the declination by the Hillman-Sutherland Company of the Trustees' offer, offered to purchase the same were sold for taxes when the title to said lands was in other persons than the Trustees of the Internal Improvement Fund, and that tax certificates are now outstanding as to some of said lands; tax deeds having been issued as to others, and

Whereas, the Trustees not being willing to accept the offer of twenty-five cents (25) per acre for certain of those lands and fifty cents (50) per acre for certain other portions, and one dollar and twenty-five cents per acre for the balance of said lands; therefore,

Be it resolved that the offer of Mr. B. A. Carter be and the same is hereby declined, and that the attorney for the Trustees, Hon. W. S. Jennings, be, and he is hereby requested to examine the title to said lands, prepare an abstract of the title thereof, and to advise the Trustees of their rights in the premises, and that the Honorable Commissioner of Agriculture be and he is hereby requested to furnish the attorney for the Trustees with a list of said lands and a plat thereof."

The following communication from Hon. H. J. Drane, insurance agent, was read and ordered spread upon the minutes:

"Lakeland, Fla., July 28, 1906.

Hon. W. M. McIntosh, Jr., Sec.,
Tallahassee, Fla.

Dear Sir:

Replying to your favor of the 17th, regarding insurance on the dredge boat "Everglades," etc., I beg to say that I have had correspondence with five different insurance companies, which I consider to be the largest as well as the most liberal, in the matter of assuming risks, all with the view to getting a low rate on the dredge, as well as with a view to writing such insurance on the completed dredge as may be desired by the board. I regret to say that four out of the five companies express a disinclination, or a refusal, to write the dredge at all, while the fifth company names a rate of $2\frac{1}{2}$ per cent. per annum, limiting their line to \$2,500.00; that company is the

Aetna. I quote as follows from the Liverpool & London & Globe, their letter, having been received this morning: "Although we doubt not the 'Everglade' is a superior craft of the kind, we beg leave to say that we do not care to insure her. We are just paying \$20,000 on two dredges which were burned in Louisiana and Alabama within the past thirty days, and this is simply a continuation of the record which is met in this class of business; too unprofitable for us to continue writing." It seems, therefore, that we are to have some difficulty in insuring this craft and that the rate will be $2\frac{1}{2}$ per cent., or something near it. I will say, however, that the policies which you now hold are so written as to carry a builders' risk on the "Okeechobee" while under construction, but they are not liable for any damage which may occur to the "Everglade." If the board wish that I should place a line of insurance on the "Everglade," I will be very glad to do so at the lowest possible rate, which, so far as my authority now extends, would be $2\frac{1}{2}$ per cent. I have no doubt that I can get a reasonable amount of insurance on the craft at this rate by dividing it among a large number of companies. In conversation and correspondence with various companies, I find their experience has been very unprofitable on dredge boats as a class; and this, together with the experience they have recently had in San Francisco, makes them very chary of the dredge boat liability. Kindly advise me at your earliest convenience as to how much insurance the board desires on the "Everglade," if any, and I will promptly conform to their directions.

With kind personal regards, I am, dear sir,

Yours very truly,

H. J. DRANE."

After consideration of the foregoing communication the secretary was directed to write to Mr. H. J. Drane, insurance agent, as follows:

"Tallahassee, Fla., August 1, 1906,

Hon. H. J. Drane,

Lakeland, Fla.

Dear Sir:

Referring to your esteemed favor of 28th ult. I beg to say that the matter was presented to the Trustees and upon your statement that the policies issued for builders' risk, which are now held by the Trustees, will cover the

Okeechobee while under construction, I was directed to let the builders' risk policies remain as they are until their expiration.

As to insurance on the Everglades, which is now completed, I am directed by the Trustees to say that they would like policies thereon made payable to N. B. Broward, Governor of the State of Florida, for the use and benefit of the Trustees of the Internal Improvement Fund of the State of Florida, in the amount of \$30,000, for one year, provided the premium thereon does not exceed 2½ per cent. This dredge, the "Everglades," cost over \$50,000 and the Trustees have recently purchased a splendid force pump to be operated by steam, and sufficient hose to protect the boat under ordinary circumstances in case of fire.

Please give this matter your immediate attention and let the policies be issued at once.

Yours very truly,
W. M. McINTOSH, JR.,
Secretary."

The following communications were read and ordered spread upon the minutes:

"Key West, Fla., July 16, 1906. "

Hon. B. E. McLin,
Commissioner of Agriculture.

Dear Sir:

I enclose exchange for \$1.50 for copy of deed, for which I give hearty thanks.

At intervals, for several years, I have tried to buy from the State a small key or island, near Matecumbe, named "Jew Fish Key," which sets off by itself in the channel. I wish to fill in this key, and practically reclaim it, as it is a mangrove, or overflowed key; I think I can make a nice little place of it; I see further that the Internal Improvement Commissioners have a right to sell all such lands and even, I believe, to allow amount actually used in reclaiming overflowed lands by purchaser, as part payment. At any rate, I wish to buy such island from Internal Improvement Board, and to fill it. I know you have the right and can do it, and I'll take the risk. Now fix this up for a fellow. The island is not worth a tinker's damn without filling in, and I can make a nice little

ishing ranch and cruising lodge of it. I see you sold big lot lately.

Yours truly,
J. V. HARRIS, M. D.,"

Tallahassee, July, 19, 1906.

Dr. J. V. Harris,
Key West, Fla.

Dear Sir:

Yours of the 16th inst., with check for \$1.50 to pay for certified copy of deed sent you a few days since, received. Please accept thanks for same.

I would be pleased to sell you Jew Fish Key in T. 64 S., R. 35 E., containing 30.50 acres, if I had authority to do so, but the Trustees of the Internal Improvement Fund and the State Board of Education have withdrawn all the State lands of every kind on these keys from market, pending the construction of the railroad, as they feel that it will materially enhance the value of these lands, and have directed me not to sell them to any one. They have since that time, by special order, sold one or two small tracts to parties who claimed to have valuable improvements on them. Several parties have applied to purchase this particular key, including Mr. George W. Reynolds, of your city, but none of them have been allowed to purchase the same. If you will write me, setting out any very special reasons why you should have this island, together with the statements of two disinterested parties as to the character and value of the lands on same, and your best offer, I will be pleased to submit the matter to the Trustees as soon as I can get a meeting of the board and do the best I can for you.

Yours very truly,

B. E. McLIN,
Commissioner of Agriculture.

Key West, Fla., July 25, 1906.

To the Honorable Board of Trustees of Internal Improvement Fund.

Gentlemen:

I hereby apply for the purchase of Jew Fish Key. The inclosed letter speaks for itself. I do not think that the original intention of the Internal Improvement Board was to enter into speculations in a small way, but to set stipulated prices upon State lands for the purpose of get-

ting the same into hands of private parties; where the said lands would be drained and improved and listed to pay taxes, thus adding to the income of the State. I am glad to see that you all have recently sold a large body of land in this county. It matters not what you sell those lands for, whoever buys them pays more than the lands are worth and the parties who buy can not, without heavy expenditures, ever get their money's worth. The quicker that the State gets all of its lands into the hands of the tax-payer, the better. There is not as much as \$1,000 worth of State or school land in Monroe county, and it is only fit to pay taxes on.

I see no reason why I should get two interested or disinterested parties to say anything about the key, as I would believe myself before I would any one else. Jew Fish Key has about thirty acres of land, more than four-fifths of which overflows with the tide.

What you say about the railroad is correct as far as it goes but the State can not get rich from the sale of Jew Fish Key. Now, you ask me for some special reason why I should have this island, and I am in no way bashful about telling you. In the first place, if you will look way back you will see that I was the first to apply, and at that time you could not even tell me the true name, and nothing was said about anyone else wanting it. Then, again, suppose the railroad adds value to it, who helped R. R's. more than any one else in Monroe county?

Don't you remember years and years ago, when there was not thought of extension, that I (with my little hatchet), without consulting any one, drew a bill naming the Trustees, and had my nephew get it through the Legislature? Said bill giving country right to bond for \$500,000.00, and that only one man in Monroe County voted against it?

Then again, in 1876, I organized Monroe County, and in face of a majority of 500 against us at previous election, I overcame majority and scored majority of 153, by which means we carried the State by 93 majority.

Again, I was the first man in Monroe County after the war between the states to go to the Democratic convention held at Quincy, and was a delegate to St. Louis, acted as member of National Democratic committee from Florida, and was made secretary of National Committee of Notification, and read the address to Tilden at his

home at Grammercy Park, New York City. Still again, I was a party with Gov. Drew to contested election, which went to Florida Supreme Court.

And in caucus before organization of Assembly (when on two different occasions, though having a fair majority, we had allowed the Republicans to organize and put us in the minority) I took the ground that the old clerk had no legal status, and I took the speaker's chair and organized temporarily with Nailor Thompson as speaker and Bynum as clerk, and got through the permanent organization with G. G. McWhorter as speaker and Bynum as clerk, whilst little Dennis, with Weeks, were getting certificates from McLin for the Republicans (no kin of our McLin) members. If that is not enough you can go back to the expedition of Capt. John Smith in 1607-8, when my ancestor, James Watkins, was one of his trusted friends, who named Watkins' Point, on James River, after him.

Then I have two Washington ancestors, descended from John, the grandfather of George Washington. So you see that since the very first landing in the United States my breed have always been good citizens, and I ought to forget to tell you, which is a fact, that as a sharp shooter upon the first day of the Battle of Shiloh, I actually killed 76 Yankees, enough to compost as much fertilizer as would manure every acre of the good land on Jew Fish Key.

I am not bidding on sales of lands, and if it is to be an auction sale, I am not in it. The key is worth nothing except that some person can make, by the expenditure of money, a very cozy little place, and if it were not for the railroad it would not be worth hell-room. You have apparently got to favor some one, so you might as well make up your minds to favor me. I believe school lands, which are held higher than state lands, are \$2.50, which is enough, and as I said, I do not think it right to charge anything more than the regular price, and the Trustees of the Internal Improvement Fund are supposed to sell at regular figures as soon as possible, so as to get all property on the tax books. I, therefore, think that you should not put more than \$2.50 per acre on the key in question.

Yours truly,

J. V. HARRIS. M. D.

Tallahassee, Florida, July 31st, 1906.

Dr. J. V. Harris,
Key West, Florida.

Dear Sir:

Yours of the 25th inst., to the Trustees of the Internal Improvement Fund, relative to purchasing Jew Fish Key, in T. 64 S., R. 35 E., containing 30.50 acres, in reply to my letter of the 19th inst., just received.

The Trustees always require written evidence to file in the office where they make special sales, when the parties are not here in person to go before them, and I did not intend in any way to discredit the statements that you might make, but simply wrote you what we write every one else in regard to such matters, as we desire to treat everybody alike in the discharge of our official duties.

I will be pleased to submit your communication to the Trustees just as soon as I can get a meeting of the Board.

Yours very truly,

B. E. McLIN,
Commissioner of Agriculture.

After a full consideration of the foregoing communications the Commissioner of Agriculture was directed to write Dr. J. V. Harris, as follows:

Tallahassee, Fla., August 1, 1906.

Dr. J. V. Harris,
Key West, Florida.

Dear Sir:

Replying further to your communication of the 25th, addressed to the Trustees of the Internal Improvement Fund of Florida, which was inclosed to me, I beg to advise I presented your communication to the Trustees and they directed me to say that several persons having applied to purchase Jew Fish Key, and a higher price being tendered than you seem to indicate you think the key is worth, and with the prospects for said key and other keys in that vicinity to increase in value by the construction of the railroad, they do not feel justified, as Trustees of the Internal Improvement Fund, in selling same at this time.

Yours truly,

B. E. McLIN,
Commissioner of Agriculture.

The following bills were approved and ordered paid:

William Smith, refund on entry cancelled....	\$720.72
Reed A. Bryan, expenses in re dredges.....	228.15
Fla. East Coast Railway Co., transportation charges on material for dredges.....	241.15
J. S. Frederick, services as civil engineer....	97.00
Capital Publishing Co., printing for Trustees payable from I. I. Fund proper).....	1.75
First National Bank of Tallahassee, for Reed A. Bryan, pay-roll in re construction of dredges	613.02
The Capital Publishing Co., printing for Trustees (payable from I. I. Fund proper)....	3.50

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Florida, August 4, 1906.

The Trustees met in Executive Office.

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

It was deemed to be advisable by the Trustees that a committee should visit Fort Lauderdale and examine into the matter of the construction of the dredge Okeechobee and the operations of the dredge Everglades, and make such recommendations in relation thereto as they might deem to be advisable; it was

Resolved, That the Governor, Comptroller and State Treasurer be appointed as a committee to visit Fort Lauderdale and make a thorough inspection of the work in progress there, and make such report thereon as in their judgment is deemed best.

Resolved further, That a check for two hundred dollars be drawn to be used in paying the expenses of said committee and that proper vouchers be filed by said committee.

tee upon its return, covering such expenditures as may be made.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Florida, August 8, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:

First National Bank of Tallahassee, for Reed A. Bryan, agent for Trustees expenses for week in re drainage of Everglades, pay-roll for work on dredges, \$856.35.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., August 15, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The following was acted upon by the board:

"Whereas, it is shown to the Trustees by J. V. Burke, from evidence produced by him, that the following lands have been trespassed upon and most of the timber removed by other parties than those applying to purchase, long

since, who has requested the Trustees to sell to Luella T. Burke said lands at \$1.25 per acre, to-wit:

	Sec.	T.	R.	Acres.
E $\frac{1}{2}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$	3	4 S	27 E	120.00
Lot 2	10	4 S	27 E	40.06
Lots 2, 3, 4, 5, 10 and 11. . .	31	3 S	29 E	242.16
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$	7	4 S	29 E	81.25
Total in Duval and St. Johns Counties				483.47

And the following lands to W. Z. Haymans and J. C. Little, doing business under the firm name and style of Haymans & Little of St. Johns County, Fla., at the price of \$1.25 per acre, to-wit:

Lots 1, 2, 6, 7, 8, 9, 10 and 12	21	3 S	29 E	324.25
Lots 2, 3, 6 and 7.	22	3 S	29 E	160.00
All	20	5 S	29 E	647.92

Total in St. Johns County. 1,132.17

The Trustees being satisfied that \$1.25 per acre is the full value of said lands, as the timber has been cut and removed, and these being all of the lands owned by the State in these sections, ordered the Commissioner of Agriculture to prepare deeds for same to the above parties, upon the receipt of \$1.25 per acre.

It being shown by the records in the office of the Commissioner of Agriculture that F. X. and M. J. Spanger purchased the NW $\frac{1}{4}$ of Sec. 34, in T. 29 S., R. 18 E., of the Trustees of the Internal Improvement Fund of Florida, paying \$128.00 for same on December 22nd, 1876, as shown by receipt No. 7866 of the Treasurer, and no deed was issued as said lands had not then been patented to the State by the U. S. Government, and as said lands have since been patented to the State and some of the parties who claim to hold title to same through said F. X. and M. J. Spanger have requested that a deed be made to said F. X. and M. J. Spanger and assigns in order to perfect their titles, it was ordered that the Commissioner of Agriculture prepare a quit-claim deed for said lands to said F. X. and M. J. Spanger.

The application of Mr. J. R. Cooper of Godwin, Fla., was presented, offering \$1.00 per acre for the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 9 in T. 26 S., R. 20 E., containing 40.00 acres and stating that he has a house and other improvements on this land, and that about 25 acres is unfit for cultivation on account of being covered with water. Under the circumstances surrounding the case, the Commissioner of Agriculture was directed to sell the above lands to Mr. Cooper upon the receipt of \$1.00 per acre.

Mr. Robert Ranson of St. Augustine, Fla., appeared before the board and presented an application to purchase lot 9 of section 21, and lot 14 of section 22 in T. 4 S., R. 27 E., containing 24.61 acres, at \$1.25 per acre, and stating that he desires this land for an outlet to the river, as he owns the adjoining lands, and wishes these lots so that he cannot be cut off from the river. After considering the matter, the Trustees agreed to accept his offer, and the Commissioner of Agriculture was directed to prepare a deed for the above described lands for Mr. Ranson, upon the receipt of \$1.25 per acre for same.

The application of Mr. Joel Dewey to purchase the W $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec. 36, in T 3 N., R. 7 E., containing 80.15 acres, at \$1.50 per acre, was considered. It having been shown by statements from reliable citizens who know the land that \$1.50 per acre is a fair price for same, and as the land adjoins Mr. Dewey's plantation on one side and his home place on the other, the Commissioner of Agriculture was directed to allow Mr. Dewey to enter the above land upon the receipt of \$1.50 per acre for same.

The following accounts were presented and ordered paid:

I. N. Withers, services in selecting swamp lands..	\$130.70
A. C. Croom, expenses self and Governor to inspect dredges under construction at Fort Lauderdale.	88.30

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., August 16, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:

First National Bank of Tallahassee, for Reed A.

Bryan, agent, pay-roll for work on dredges. . . . \$565.25

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., August 18, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Trustees of the Internal Improvement Fund having directed the Commissioner of Agriculture to consider offers for scattered tracts of swamp and overflowed lands, and when \$2.00 per acre was offered to make the sale and report for record, the following sales were reported:

Mr. J. R. Townsend, a settler, having offered \$2.00 per acre for the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 24, T. 5 S., R. 19 E., containing 43.50 acres, and Mr. C. S. Wilson having offered \$2.00 per acre for N $\frac{1}{2}$ of SE $\frac{1}{4}$, SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 26, and NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 35, T. 21 S., R. 17 E., containing 198.75 acres, which has recently been patented to the State. This being considered a fair price for said lands, the Commissioner of Agriculture was directed to prepare deeds for same.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Fla., August 20, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

H. J. Drane, insurance on dredge Everglades.....	\$550.00
W. H. Albritton, beef for employes on dredges. . .	8.60
M. W. Marshall, provisions for employes on dredges.	9.63
Edward Hines Lumber Co., lumber for dredge. ...	190.00
Stranahan & Co., supplies for use on dredges.	230.67
Frank T. Budge, zinc for dredge.	10.50
Florida East Coast Railway Company, freight on material for dredge.	144.16
Reed A. Bryan, agent, for hire of launch and incidental expenses.	141.25

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., August 22, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

First National Bank of Tallahassee for Reed A.

Bryan, agent, pay-roll for work on dredges.\$415.30

Attest:

The Trustees then adjourned.

W. M. McINTOSH, JR., N. B. BROWARD,
Attest: Secretary. Governor.

Tallahassee, Fla., August 27, 1906.

The Trustees met in the Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:

Merrill-Stevens Company, hardware and other
material for dredge.\$1,750.44

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., August 29, 1906.

The Trustees met in the Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:

First National Bank of Tallahassee, for Reed A.

Bryan, agent, pay-roll, for work on dredge.\$469.75

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., August 30, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. D. A. Greer and W. D. McDaniel appeared before
the board and presented satisfactory evidence that the

SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec. 34 and the W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 35, in T. 4 N., R. 7 W., containing 199.93 acres, was almost entirely covered by water, only about 35 acres being fit for cultivation, and stating that Mr. McDaniel owns the adjoining lands and has a part of the above lands under cultivation, and offered 50 cents per acre for same. It was shown that all the lands the State had surrounding the above lands have been entered long since, showing that the above lands were not worth the price they were held at, the Trustees after carefully considering all of the facts, agreed to sell the above described lands to Mr. W. D. McDaniel for 50 cents per acre, and the Commissioner of Agriculture was directed to prepare a deed for same.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., September 3, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture presented a letter from Mr. Chas. E. Ball of Tampa, Fla., offering \$2.00 per acre for the SE $\frac{1}{4}$ of Sec 11, in T. 28 S., R. 18 E., containing 160.00 acres. It was shown that \$2.00 per acre was a fair price for this tract, and as it is the only piece of State land left in the township, the Commissioner was directed to sell the same to Mr. Ball upon the receipt of \$320.00.

The following account was presented and ordered paid:

I. N. Withers, selecting State lands.\$173.07

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., Sept. 4, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:

First National Bank of Tallahassee, for Reed A.

Bryan, agent, pay-roll in re drainage Everglades. \$905.80

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., September 6, 1906.

The Trustees met in Executive Office

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:

First National Bank of Tallahassee for Bryson and
Blackwell, lumber in reconstruction of dredges. \$200.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., September 8, 1906.

The Trustees met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

Featherstone Foundry & Machine Co., fifth payment on cost of dredges.	\$2,300.00
John McDougall, P. M., stationery and postage for salesman's office.	63.60
Reed A. Bryan, agent, expenses operating launch.	28.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., September 12, 1906.

The Trustees met in Executive Office

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:

First National Bank of Tallahassee, for Reed A. Bryan, agent, pay-roll for week, in re operation of dredges.	\$458.25
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The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., September 20, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:

First National Bank of Tallahassee, for Reed A.	
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ryan, agent, pay-roll for week in re drainage
 Everglades.\$486.50
 The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
 Secretary.

N. B. BROWARD,
 Governor.

Tallahassee, Fla., September 26, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Trustees approved the following bill and ordered
 same paid:

First National Bank of Tallahassee, for Reed A.

Bryan, agent, pay-roll and expense in re drain-
 age.\$663.35

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
 Secretary.

N. B. BROWARD,
 Governor.

Tallahassee, Fla., October 3, 1906.

The Trustees met in Executive Office.

Present:

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:

First National Bank of Tallahassee, for Reed A.

Bryan, agent, pay-roll in re drainage of Ever-
 glades.\$442.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
 Secretary.

N. B. BROWARD,
 Governor.

Tallahassee, Fla., October 11, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

First National Bank of Tallahassee, for Reed A. Bryan, agent, pay-roll	\$ 473.37
And pay-roll	373.80
Merrill-Stevens Company, iron work and material for dredge	618.06
John W. Newman, for services and expenses as engineer	201.05
	<hr/>
All on account construction and operating dredges	\$1,666.28

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., October 17, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:

I. N. Withers, services as selecting agent.....	\$107.82
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The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla. October 18, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Trustees of the Internal Improvement Fund having directed the Commissioner of Agriculture to consider offers for scattered tracts of swamp and overflowed lands and when \$2.00 per acre was offered to make the sale and report for record, the following sales were reported by him:

Mr. J. R. Townsend, a settler, having offered \$2.00 per acre for the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 24, T. 5 S., R. 19 E., containing 43.50 acres, and Mr. C. S. Wilson having offered \$2.00 per acre for N $\frac{1}{2}$ of SE $\frac{1}{4}$, SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 26, and NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 35, Tp. 21 S., R. 17 E., containing 198.75 acres, which has recently been patented to the State. This being considered a fair price for said lands, the Commissioner of Agriculture was directed to prepare deeds for same.

The following account was approved and ordered paid:
The Capital City Bank for Reed A. Bryan, agent,
expenses for one week in re drainage of Ever-
glades\$464.75

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., October 22, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Trustees of the Internal Improvement Fund having directed the Commissioner of Agriculture to consider offers for scattered tracts of swamp and overflowed lands

and to sell the same when not less than \$2.00 per acre is offered, and report same for record.

Mr. R. A. Chancey, a settler, having offered \$2.00 per acre for SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 24, Tp. 5 South, R. 19 E., containing 43.50 acres; and Mr. J. N. Hooker, having offered \$2.50 per acre for NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 14, Tp. 31 S., R. 24 E., and NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 3, Tp. 31 S., R. 25 E., and NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 3, Tp. 31 S., R. 25 E., containing 79.94 acres recently patented by the State; and Mr. G. V. Tillman, having offered \$2.25 per acre for the following lands, viz:

	Sec.	Tp.	R.	Acres.
N $\frac{1}{2}$ of NE $\frac{1}{4}$, SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and W $\frac{1}{2}$ of NW $\frac{1}{4}$	25	29	25	199.31
W $\frac{1}{2}$ of SW $\frac{1}{4}$	25	28	26	80.38
SW $\frac{1}{4}$ of SW $\frac{1}{4}$	15	29	26	40.06
W $\frac{1}{2}$ of SE $\frac{1}{4}$	33	29	26	80.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ and N $\frac{1}{2}$ of SW $\frac{1}{4}$ 1	1	32	26	159.95
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	24	28	27	40.10
SE $\frac{1}{4}$	29	29	27	160.37
S $\frac{1}{2}$ of NW $\frac{1}{4}$	19	31	27	78.99
Total				839.16

The said G. V. Tillman has produced statements from disinterested parties, showing that the above price of \$2.25 was all these lands were worth.

The Commissioner of Agriculture was directed to prepare deeds for same.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, November 1, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

Capital City Bank, for Reed A. Bryan, agent, expenses for one week in re drainage, building dredge, etc., pay-roll of laborers for week ending October 27, 1906\$406.60
 Capital City Bank for Reed A. Bryan, agent, payroll for week ending October 20, 1906 425.08
 I. N. Withers, salary and expenses as State agent, in selecting lands 117.06
 The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
 Secretary.

N. B. BROWARD,
 Governor.

Tallahassee, Florida, November 10. 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. V. Knott, State Treasurer.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

Capital City Bank of Tallahassee, for Reed A. Bryan, agent, pay-rolls for work done on dredges, for week ending November 3, 1906\$667.77
 Bryson & Blackwell, lumber for use in construction dredges 15.00
 The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
 Secretary.

N. B. BROWARD,
 Governor.

Tallahassee, Florida, November 17, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
 A. C. Croom, Comptroller.
 W. H. Ellis, Attorney General.
 B. E. McLin, Commissioner of Agriculture.

The following report was received and ordered spread upon the minutes:

To the Trustees of the Internal Improvement Fund of the State of Florida:

Gentlemen:—Your committee to whom was recently referred the negotiations pending between Mrs. Mathilde G. Kittel, as sole legatee and executrix of the will of J. J. Kittel, deceased, with instructions to analyze the same and report to the Trustees the details of said negotiations and to examine the lands embraced in said negotiations, beg leave to submit the following report:

We find that Certificate Number 13,909, which was issued by the Trustees of the Internal Improvement Fund to Augusta, Tallahasee and Gulf Railroad, and which forms the basis of the suit of Mathilde G. Kittel against the Trustees, embraced 108,971.18 acres of land. We find that said certificate saved and reserved the rights of actual settlers on said land acquired at or before the date of said certificate and saving the rights of John A. Henderson and Sidney I. Wailles, respectively, under their respective contracts with the Trustees for selecting swamp and overflowed lands and obtaining patents therefor.

We find that of the lands described in said certificate 36,622 acres have heretofore been deeded to the said R. R. Co.; that 684.88 acres have heretofore been conveyed to actual settlers, and 3,922.74 acres have been heretofore conveyed to Jas. M. Kreamer, as assignee of John A. Henderson; and that 1,154.10 acres were appropriated by the United States government direct to the P. & G. Railroad, which were afterwards erroneously patented to the State; that of all the lands described in said certificate, which have not been reconveyed by J. J. Kittel, 37,024.70 acres have been patented by the United States government to the State of Florida, which have not yet been deeded to any one, and that 30,240.92 acres have never been patented, less 1,154.10, which was erroneously patented to State as above stated, to which also add 475.94 acres, which have been patented, but have been reconveyed by J. J. Kittel.

The terms of the proposed settlement between Mrs. Mathilde G. Kittel and the Trustees are as follows: That the Trustees will convey to Mathilde G. Kittel, or her assigns, all of the land described in said certificate, which

have been patented by the United States to the State of Florida and which have not been heretofore conveyed by the Trustees to settlers and on Henderson account; that the Trustees will agree to execute a deed to the said Mathilde G. Kittel to all lands embraced in said certificate, which have not been patented by the United States to the State of Florida, when, and only when said lands may be patented by the United States to the State of Florida. There is to be excepted from the above all lands described in two certain quit-claim deeds executed by J. J. Kittel to the Trustees, and bearing date October 29, 1895, and the above 1,154.10 acres erroneously patented to State.

In consideration of the foregoing promises of the Trustees, Mathilde G. Kittel is to execute to the Trustees a deed of release to all claims for indemnity or otherwise, which she might have against the Internal Improvement Fund, the Trustees thereof, or the State of Florida, on account of the quit-claim deed executed by J. J. Kittel to the Trustees above described or on account of lands conveyed to settlers, which may be described in said certificate and on account of any lands described in said certificate, which may have been conveyed to Jas M. Kreamer, as assignee of John A. Henderson, and on account of the lands described in said certificate, which were conveyed by the United States to the P. & G. Railroad, and on account of any lands described in said certificate, which have not been or which may never be patented by the United States to the State of Florida; and that she will dismiss her said suit against the Trustees at her cost.

W. H. ELLIS.
B. E. McLIN.
W. V. KNOTT.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Florida, November 20, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

The Capital City Bank, for Reed A. Bryan, agent,

pay-roll for week, laborers on dredges	\$498.65
The Capital City Bank, for Reed A. Bryan, agent	
pay-roll for one week, laborers operating	
dredges	528.80

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Florida, November 21, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, State Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following account was presented and ordered paid:
John W. Newman, salary as engineer of drainage. \$150.00

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Florida, November 23, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture reported the following sales in compliance with the order of the Trustees of the Internal Improvement Fund, directing him to sell scattered tracts of swamp and overflowed lands, when not less than \$2.00 per acre was offered, viz:

To Mrs. D. L. Worcester, lot 1, Sec. 25, Tp. 36, S., R. 17 E., containing 12.80 acres, at \$2.00 per acre.

To W. B. Swearingen, S $\frac{1}{2}$ of Sec. 9, Tp. 32 S, R. 23 E., containing 320.54 acres, at \$2.00 per acre.

To E. E. Edge, SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 3, NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 6, N $\frac{1}{2}$ of SW $\frac{1}{4}$, Sec. 15, W $\frac{1}{2}$ of NE $\frac{1}{4}$, W $\frac{1}{2}$ of SE $\frac{1}{4}$ and SW $\frac{1}{4}$, Sec. 20, SE $\frac{1}{4}$ of NE $\frac{1}{4}$, SE $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 28, N $\frac{1}{2}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Sec. 30, and W $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec. 32, Tp. 24 S, R. 25 E., containing 809.43 acres, at \$2.00 per acre.

To F. R. McConnell, E $\frac{1}{2}$ of NE $\frac{1}{4}$ and E $\frac{1}{2}$ of SE $\frac{1}{4}$, Sec. 23, Tp. 29 S, R. 25 E., containing 160.11 acres, at \$2.00 per acre.

The Commissioner of Agriculture was also directed to sell the following lands, viz:

	Sec.	Tp.	R.	Acres.
NW $\frac{1}{4}$ of SE $\frac{1}{4}$, N $\frac{1}{2}$ of SW $\frac{1}{4}$				
and SW $\frac{1}{4}$ of SW $\frac{1}{4}$	11	2	13	158.87
SE $\frac{1}{4}$ of SW $\frac{1}{4}$	15	1	15	40.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	15	2	15	40.00
Lots 8 to 9	4	1	16	101.06
Lot 5	15	2	16	42.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SE $\frac{1}{4}$..	10	1 S	15 E	79.97
E $\frac{1}{2}$ x of SW $\frac{1}{4}$	30	1	16	79.72
Frac.	32	3 N	12 E	1.12
Total				542.74

at \$1.00 per acre to I. J. McCall, who appeared before the Trustees and produced evidence from reliable parties that said lands had been trespassed upon and were not worth

more, and it was also shown from report of I. N. Withers, who examined said lands by direction of the Trustees, that \$1.00 per acre was the full value of same.

The following accounts were approved and ordered paid:

J. A. Dann, material to be used in construction of dredges	\$ 8.25
Lainhart & Potter, material for dredges	75.20
Frank T. Budge, tools, nails, wire, etc., for dredges	49.69
Florida Electric Company, electrical apparatus and attachments for dredges	10.18
H. & W. B. Drew Co., four rolls 36-in. blue print, for John W. Newman, engineer for Trustees	6.80
Pure Oil Company, oil for use on dredges	29.28
G. S. Baxter & Co., lumber in construction of dredges	423.46
Reed A. Bryan, agent, pay-roll and expenses for week in re drainage	536.58
W. H. Albritton, supplies for dredges	12.13
Merrill-Stevens Co., iron work, etc., for use on dredges	1,293.04
P. N. Bryan, fuel for dredges	435.00
H. J. Drane, insurance on dredges	690.00
Featherstone Foundry & Machine Co., iron work for dredges	2,201.30

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,

Secretary.

N. B. BROWARD,

Governor.

Tallahassee, Florida, November 24, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following agreement by and between the Trustees of the Internal Improvement Fund and A. B. Small and

I. J. McCall, having been duly executed on the 22nd day of November, A. D. 1906, was ordered spread upon the minutes:

"State of Florida, County of Leon.

This agreement made and entered into on this, the 22nd day of November, A. D. 1906, by and between the Trustees of the Internal Improvement Fund of the State of Florida, being now composed of N. B. Broward, Governor; W. H. Ellis, Attorney General; W. V. Knott, Treasurer; A. C. Croom, Comptroller, and B. E. McLin, Commissioner of Agriculture of the State of Florida, parties of the first part, and I. J. McCall, of Jasper, in Hamilton County, in said State, and A. B. Small, of Lake City, in Columbia County in said State, parties of the second part, witnesseth:

That whereas, The said I. J. McCall, representing himself and the said A. B. Small, appeared before said Trustees on this day and submitted a proposition having in view the locating of trespasses upon lands under the control of the Trustees of the Internal Improvement Fund of the State of Florida, as far as the same can be done, and recovering for the same damages for such trespasses, as far as practicable, and proposed, on the part of said parties, to undertake such work on a basis for their compensation of fifty per cent. of the amount recovered for the State, for all of said trespasses heretofore or hereafter committed, out of which anything can, or may be, recovered, said fifty per cent, to include the personal expenses of the parties of the second part in making said investigations and all attorney's fees involved in instituting or conducting such suits and all costs incurred by the parties of the second part, where the same can not be collected out of the persons committing said trespasses, and all other expenses of said parties of the second part in prosecuting the purposes of said arrangements; and

Whereas, The said Trustees having considered the same, and being conscious of the fact that it is probable that certain of the lands within the control of said Trustees are now being trespassed upon or have been trespassed upon in times past, and that the same is liable to continue, and that there is a possibility of recovering damages for such trespasses, if the same can be located and the necessary evidence secured and suits brought therefor, and the said parties of the first part being of the

opinion that it would be profitable to the State to employ some person or persons as the agents of the said Trustees to investigate said trespasses and, when practicable to collect damages therefor, by suit or compromise arrangement, and the said Trustees being personally acquainted with the said parties of the second part so submitting said proposition and feeling that the interests of the State in said matters might be safely committed to their charge under the superior supervision of the said Trustees.

It was therefore ordered by the said Trustees in their meeting of this day, and it is hereby agreed, that said proposition of the said I. J. McCall and the said A. B. Small be, and the same is hereby accepted, and the said parties of the second part are hereby appointed, jointly, the agents of the said Trustees, for the purpose of locating, as far as the same can be done, throughout the State, any trespasses which are now being, or which may have heretofore been, or hereafter may be committed on any of the lands subject to the control of the said Trustees, including lands which may hereafter come or fall within their said control, and for the recovery of damages therefor, as far as practicable, either by suit or compromise settlement, upon a basis of fifty per cent. of all damages that may be collected, for any such trespasses for the sole and only compensation paid or allowed by the said Trustees to the said parties of the second part for their services in said matter, including their personal expenses and all attorneys' fees and all costs of court and every other expense whatsoever that may be incurred in bringing or conducting suits, or otherwise growing out of any of said transactions, where said expenses, etc., can not be recovered out of the person or persons committing any of said trespasses, and said parties of the second part are hereby directed to proceed with said work as expeditiously as the same can be done and prosecute the same with all reasonable dispatch.

This agreement is subjects to the following conditions, which are made a part thereof, that is to say:

No compromise settlement shall be made by the parties of the second part with any person or persons for trespasses upon any of said lands, until the proposed compromise settlement shall have been submitted by the said parties of the second part to the said Trustees and by them authorized.

The rights and authority conferred on the parties of the second part by this agreement shall not be held to apply or include any lands lying west of the Chattahoochee River, in this State.

No suit or action of any character shall be commenced or taken by the parties of the second part, as such agents, with reference to any trespasses upon any of said lands which have, prior to this date, been disposed of, without first obtaining the permission and order of said Trustees in each case, as the same may from time to time arise.

The parties of the second part hereby agree to make sworn statements to the said parties of the first part, within the first ten days of each month, showing all moneys collected by them under the provisions of this agreement during the previous month, and all particulars in connection with same, in such form or forms as may be prescribed by said parties of the first part, from time to time, and at the same time shall pay over the said fifty per cent. of gross collections, as provided herein. Such reports shall also show any and all suits which may have been instituted during the preceding month and also any further particulars that may be required by the said parties of the first part.

No suit shall be instituted for damages in the name of the said parties of the first part, until the parties of the second part shall have filed with the parties of the first part a good and sufficient bond in the sum of (\$5,000) five thousand dollars, acceptable to the said parties of the first part, conditioned to the faithful carrying out of this agreement and to indemnify the said parties of the first part from loss or damage in connection with costs of court or otherwise.

It is understood that this agreement shall remain in force for a term of three years, and that at the end of said period that same may be renewed by mutual consent for a like or other term but it is further agreed that either party, that is to say, the parties of the first part or the parties of the second part, may cancel and terminate this agreement at any time for good and sufficient cause, upon ninety days' notice to the other party, as to all lands and trespasses which have not, at the time of such termination, been located by the parties of the second part and an investigation begun with a view to recovering damages therefor; and it is further stipulated that at the end

of said term of three years, if this agreement shall not be renewed, or before that time if the same shall have been cancelled by the parties of the first part or the parties of the second part, all the rights, powers and privileges herein granted to the parties of the second part, as to any of said lands or trespasses, then under investigation, or as to which negotiations for a settlement are pending or as to which any suits may have been brought, shall continue in force as under the terms hereinbefore set out, until the end or conclusion and settlement of all such investigations, negotiations or suits, as the case may be, this agreement being cancelled or terminated only as to such other lands or trespasses affected, or which might have been affected thereby.

In witness whereof, the parties of the first part, the said Trustees of the Internal Improvement Fund of the State of Florida, and the said parties of the second part, have hereunto set their hands and seals, on this, the day and year first above written as the date of this instrument.

N. B. BROWARD, (Seal.)
Governor.

W. H. ELLIS, (Seal.)
Attorney General.

W. V. KNOTT, (Seal.)
Treasurer.

A. C. CROOM, (Seal.)
Comptroller

B. E. McLIN, (Seal.)
Commissioner of Agriculture.

I. J. McCALL, (Seal.)

A. B. SMALL, (Seal.)

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor

Tallahassee, Fla., Dec. 1, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

A copy of an agreement was presented to the Trustees, and the following resolution was adopted

"Resolved, That the Trustees of the Internal Improvement Fund of the State of Florida do make and execute the agreement with the Florida Coast Line Canal and Transportation Company, a copy of which is herewith set forth and do make and execute the deeds of conveyance mentioned in said agreement."

In accordance with the foregoing resolution, the agreement therein referred to was duly executed, and is, in words and figures, as follows:

"Whereas, there have been certain differences between the Trustees of the Internal Improvement Fund of the State of Florida and the Florida Coast Line Canal and Transportation Company, said Canal Company claiming to be entitled to certain lands under acts of the Legislature of the State of Florida and acts and proceedings of former boards of Trustees of the Internal Improvement Fund of the State of Florida, and these Trustees disputing said claim and said Trustees claiming that said Canal Company has received deeds of conveyance from former Trustees of the Internal Improvement Fund to about ninety thousand acres of land to which said Canal Company was not entitled, and said company claiming that it was fully entitled thereto under its land grants, under acts of the Legislature and under the contracts and proceedings of former Boards of Trustees of said fund, and said Canal Company also claiming that various Boards of Trustees of the Internal Improvement Fund have from time to time sold a large quantity of land covered by the land grants of the State of Florida under acts of the Legislature, to said Canal Company and within the reserve of such lands made to said company by acts of the Legislature and by acts of the Boards of Trustees of the Internal Improvement Fund, to-wit: About ninety thousand acres, for which the Trustees of the In-

ternal Improvement Fund have received payments and moneys which are due and payable by them to said Canal Company, and there being litigation pending between said Trustees and said Canal Company, and said Canal Company having obtained an injunction or restraining order in the Circuit Court for Leon County, Florida, in Chancery, whereby said Trustees have been and are enjoined and restrained from selling or conveying any of said lands claimed by said Canal Company, to any person other than said Canal Company and said Canal Company and said Trustees recognizing the great benefits that would accrue to the State of Florida by the completion of the canal of said company to the St. Johns River in the drainage and reclamation of lands, the furnishing of transportation facilities, the increasing of tax values, through which the State would derive increased revenue, the furnishing of more convenient transportation facilities to large portions of the east coast of Florida, as well as the enhanced value of said canal as a line of transportation to said Canal Company and to the public; the greater ability of said Canal Company to develop its lands and to bring them into use, settlement and cultivation, and to increase the value thereof and by the increase of transportation facilities, the increase of immigration and settlement along the east coast of Florida that would result therefrom to bring about such results and to avoid probable long and expensive litigation, the Trustees of the Internal Improvement Fund and said Canal Company have made and entered into the agreement hereto attached.

This agreement, made this first (1st) day of December, A. D. 1906, by and between the Trustees of the Internal Improvement Fund of the State of Florida, hereinafter called the Trustees, of the first part, and Florida Coast Line Canal Transportation Company, a corporation under the laws of the State of Florida, hereinafter called the Canal Company, of the second part, witnesseth:

That, inconsideration of the sum of fifty thousand dollars (\$50,000) to be at once paid by the said Canal Company to said Trustees, and in consideration of the work of said Canal Company in digging canals and also thereby draining and reclaiming swamp and overflowed lands and to aid in the continuance of such work, it is agreed by and between said Canal Company and said Trustees, as follows:

1. Said Trustees shall immediately upon the payment of said sum of fifty thousand dollars (\$50,000.00) convey to said Canal Company, in fee simple, two hundred thousand (200,000) acres of land along its line or route and nearest said line or route, as far as practicable, of the lands heretofore granted or attempted to be granted, reserved or attempted to be reserved, by the State of Florida or the Trustees of the Internal Improvement Fund to and for said Canal Company and remaining unconveyed by said Trustees, it being understood and agreed by said Canal Company shall convey one hundred thousand acres (100,000) of said lands to a trustee or trustees, to use the same or the proceeds thereof as far, and to the extent that may be necessary for the proper expenses of such trust, payment of any assessments and taxes there may be levied on said trust lands, and legal expenses of said Canal Company in protecting its claim to land grant, and making this agreement and obtaining the land mentioned herein that may be ordered by said Canal Company to be paid and to construct and build the canal of said company between St. Augustine and the St. Johns River and any of said one hundred thousand (100,000) acres or the proceeds thereof that it shall not be necessary to use for that purpose or shall remain unused for that purpose upon the completion of said portion of said canal to be re-conveyed, returned or paid to said Canal Company for its general use or benefit, or such uses or purposes as it may see fit. Said two hundred thousand (200,000) acres of land are designated in the list or description in a deed drawn and dated of even date herewith.

2. That said Trustees shall at once duly execute two several deeds to said Canal Company, conveying to it in fee simple the remaining lands, heretofore granted or attempted to be granted to it by the Legislature of the State of Florida, or heretofore reserved or attempted to be reserved for it by said Legislature or by said Trustees, each of said deeds to be for one-half, or as nearly one-half as practicable, of said remainder of said lands and said deeds shall be at once deposited in escrow with Bion H. Barnett, to be delivered to said Canal Company, or its assigns, by said Barnett, or his legal representatives, as follows:

The first of said deeds conveying about one-half of said remainder of said lands, shall be so delivered when said

Canal Company shall have duly completed its canal between Matanzas and Halifax River and shall have done one-half of the work necessary to construct the portion of its canal between St. Augustine and the St. Johns River, and said Canal Company, or its assigns, shall request the delivery thereof of said Barnett, or his legal representatives.

The second of said deeds so deposited in escrow shall be delivered to said Canal Company, or its assigns, when the portion of its canal between St. Augustine and the St. Johns River shall have been completed, and said Canal Company, or its assigns, shall request the delivery thereof of said Barnett, or his legal representatives.

3. Said Canal Company shall begin work on the portion of its line of canal between St. Augustine and the St. Johns River on or before six months from the date hereof and shall prosecute said work with reasonable diligence and progress, and shall complete said portion of said canal from St. Augustine to the St. Johns River on or before five years from the date hereof:

Provided, however, that if said work on said portion of said canal, between St. Augustine and the St. Johns River, or the completion thereof, shall be hindered, interrupted or delayed by proceedings in any court or courts, or any writ, order or decree thereof, or by unavoidable accident, or by the act of God, that the time or times of such interruptions, hindrances or delays shall not be counted against said Canal Company, but said Canal Company shall have an extension of time for the doing of said work and the completion of said canal between St. Augustine and the St. Johns River, equivalent to the time or times lost by such hindrances, interruptions or delays.

If said Canal Company shall fail to complete said portion of its canal, between St. Augustine and the St. Johns River within the time specified for the completion thereof, as aforesaid, the said Bion H. Barnett, with whom said deeds are to be deposited in escrow as aforesaid, or his legal representatives, shall return to the said Trustees, or their successors, any such deed or deeds that he may then have in his possession and the right to delivery of which said Canal Company shall have forfeited by not completing its canal between St. Augustine and the St. Johns River in the time aforesaid. And the right of said Canal Company, or its assigns, under this contract, to have any

conveyance of any land covered by any such deed or deeds so returned to said Trustees, or their successors, shall thereupon be terminated and said Canal Company shall thereupon release to said Trustees any and all right, title or interest it may have or claim in, or to said lands, covered by the deed or deeds that shall have been returned, as aforesaid, under the statutes of the State of Florida, or otherwise. The portion of said canal between St. Augustine and the St. Johns River shall be governed by and conform to the same requirements as to width, depth of water and construction as is provided by statutes for the canal south of St. Augustine.

4. That said Canal Company does not hereby waive, surrender, alter or impair any right, title or property, legal or equitable, which it may now have in or to said lands, or any of them, by reason of acts of the Legislature or any acts of the Trustees of the Internal Improvement Fund of the State of Florida, or any contracts, or agreements of said Canal Company with the State of Florida, or with said Trustees, or otherwise, but this agreement is made for the purpose of securing the completion of said canal as above mentioned.

In consideration of the premises and of said fifty thousand dollars, (\$50,000) to said Trustees, paid by said Canal Company, said Trustees release to said Canal Company, and acquit said Canal Company and its assigns of all claims or demands of said Trustees of or concerning any and all lands heretofore conveyed to said Canal Company, or its assigns, by the Trustees of the Internal Improvement Fund of the State of Florida, and said Canal Company hereby releases to said Trustees and acquits said Trustees and their assigns of all claims and demands of said Canal Company for or on account of any and all land in the land grant or reserve of said Canal Company heretofore conveyed by the Trustees of the Internal Improvement Fund of the State of Florida, to other persons or corporations.

In witness whereof, the said parties have executed this

agreement in triplicate the day and year first above written.

N. B. BROWARD,
A. C. CROOM,
W. V. KNOTT,
W. H. ELLIS,
B. E. McLIN,

Trustees of the Internal Improvement Fund
of the State of Florida.

Florida Coast Line Canal and Transportation Company, by

GEORGE F. MILES,
(Attorney in fact)
Vice President."

SAM'L MADDOX,
Secretary.

Thereby agree to receive and hold in escrow, according to the terms of the foregoing agreement between the Trustees of the Internal Improvement Fund of the State of Florida and the Florida Coast Line Canal and Transportation Company, dated the first (1st) day of December, A. D. 1906, the deeds in said agreement mentioned and therein agreed to be deposited in escrow and to dispose of said deeds according to the terms of said agreement.

Witness my hand and seal this first day of December, A. D., 1906.

BION H. BARNETT.

The following account was presented and ordered paid:

Capital City Bank of Tallahassee, for Reed A.

Bryan, pay-roll laborers to operate dredges. \$476.60

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor

Tallahassee, Fla., December 6, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, State Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The matter of the negotiations for a final settlement of the suits pending against the Trustees of the Internal Improvement Fund of Florida by Mathilde G. Kittel, and of the Trustees against Mathilde G. Kittel which had been under consideration for some time, was taken up for further consideration and it appearing that an agreement had been reached by and between all the parties concerned for a final adjustment of all questions arising between the parties in interest and deeds of reconveyance having been properly executed to the Trustees and the sum of one thousand dollars having been paid over to them, it was ordered that the conveyances heretofore directed to be prepared to the said Mathilde G. Kittel and her assignees, to-wit:

No. 15,909 "C" to Geo. W. Saxon, for 15,421.32 acres.

No. 15,909 "D" to West, Bowen & Kelley, for 2,919.19 acres.

No. 15,909 "E" to Mathilde G. Kittel, for 18,684.19 acres.

All bearing date of October 15, 1906, be delivered, it being distinctly understood that all suits now pending against the Trustees be dismissed by the plaintiff, Mrs. Mathilde G. Kittel, both individually and as executrix, at her own cost and charge and without any expense whatever to the Trustees of the Internal Improvement Fund.

And it is further ordered that the agreement and reconveyances executed by Mathilde G. Kittel, individually and as executrix, and by George W. Saxon and Sarah B. Saxon, and by John W. West, J. K. West, S. W. Bowen, Martha M. Bowen, William J. Kelley and Cora H. Kelley, be spread upon the minutes and said agreement and reconveyances are in words and figures as follows:

"This agreement made and entered into this 15th day of October, A. D. 1906, between Napoleon B. Broward, Governor; A. C. Croom, Comptroller; W. V. Knott, Treasurer; W. H. Ellis, Attorney General, and B. E. McLin, Commissioner of Agriculture, as Trustees of the Internal Improvement Fund of the State of Florida, parties of the first part, and Mathilde G. Kittel, of the City, County and State of New York, party of the second part,

WITNESSETH: *Whereas*, The Trustees of the Internal Improvement Fund of the State of Florida, by an

instrument of writing duly signed and sealed, denominated Certificate number 13,909, dated March 16th, 1889, and recorded in the office of the Commissioner of Agriculture of the State of Florida, in Book T, record of Railroad Deeds, pages 231 to 246, inclusive, and delivered by the said Trustees of the Internal Improvement Fund to the Augusta, Tallahassee and Gulf Railroad Company, did certify that the said Augusta, Tallahassee and Gulf Railroad Company was entitled to certain lands therein described under the provisions of an act of the Legislature of the State of Florida, entitled "An Act Granting Aid for the Construction of the Thomasville, Tallahassee and Gulf Railroad," approved February 7, 1883, and the amendments thereof, by reason of the construction of a certain portion of said railroad whenever the said lands should be patented to the State of Florida under the Act of Congress of September 28th, 1850; and that upon the receipt of such patents by the State of Florida the said Trustees, or their successors, would convey the said lands to the said company, its successors and assigns, saving the rights of actual settlers on said lands acquired at or before the date of said Certificate, and saving the rights of John A. Henderson and Sidney I. Wailes, respectively, under their respective contracts with the said Trustees for selecting swamp and overflowed lands, and obtaining patents therefor, for the State of Florida, under said Act of Congress.

And whereas, The said Augusta, Tallahassee and Gulf Railroad Company, after receiving said certificate, did, by deeds of mortgage, dated respectively September 18th, 1889, and January 25th, 1890, convey all of the lands mentioned in said Certificate numbered 13,909 to Joseph J. Kittel, of the City of New York and State of New York, his heirs and assigns, to secure the payment of certain moneys loaned by the said Kittel to the said Railroad Company,

And whereas, The said lands were also conveyed by Phillip Walter, Special Master in Chancery, to Joseph J. Kittel, on November 10th, 1892, by virtue of a decree of the Circuit Court of the United States for the Fifth Judicial Circuit and Northern District of Florida, entered February 8th, 1892, in a suit brought against the said Railroad Company and the said Trustees of the Internal

Improvement Fund of the State of Florida for the foreclosure of said mortgage,

And whereas, The said Joseph J. Kittel, by two several deeds, each bearing date of October 29th, 1895, at the request of the Trustees of the Internal Improvement Fund, and with the understanding that he would be indemnified by the conveyance to him by said Trustees of an equal quantity of other lands, of those granted to the State of Florida by the Act of Congress of September 28th, 1850, in lieu of those to be released, did grant, convey, relinquish and quit-claim all of the right, title and interest which he had acquired thereto by virtue of the said Certificate numbered 13,909 and the decree and deed aforesaid in certain lands; aggregating twenty-four thousand three hundred and ninety-one acres and ninety-one one-hundredths of an acre, and for a description of which reference is made to the said deed of October 29th, 1895.

And whereas, The said Joseph J. Kittel has since departed this life, leaving a last will and testament which was duly admitted to probate in the office of the Surrogate of the County of New York, State of New York, and a certified copy of which and of the said probate proceedings has been recorded in the County of Calhoun and State of Florida where the said Joseph J. Kittel owned lands at the time of his death, by which last will and testament the said Mathilde G. Kittel, party of the second part, the wife of the said Joseph J. Kittel is made his sole legatee and devisee and is appointed the sole executrix thereof;

And whereas, There is now pending in the United States Circuit Court for the Northern District of Florida, in equity, two suits between the said parties hereto; one of said suits having been brought by the said Mathilde G. Kittel against the said Trustees of the Internal Improvement Fund in the United States Court for the Northern District of Florida, and the other having been brought by the said Trustees of the Internal Improvement Fund against the said Mathilde G. Kittel, in the Circuit Court of the State of Florida for Calhoun County, and which latter suit was removed by the said Mathilde G. Kittel to the United States Circuit Court for the Northern District of Florida, in which two suits there is involved the right of the said Mathilde G. Kittel to a deed from the Trustees

of the Internal Improvement Fund of the State of Florida for the lands embraced in the said certificate, which had not been previously deeded under the terms thereof by the said Trustees to the said Augusta, Tallahassee and Gulf Railroad Company;

And whereas, A compromise settlement of said suits has been agreed upon between the parties hereto, which will result in the dismissal thereof and as a part of said compromise, the said Mathilde G. Kittel has agreed to relinquish all her rights, claim and demand in and to the lands which are embraced in the quit-calim deeds aforesaid from the said Joseph J. Kittel to the said Trustees of the Internal Improvement Fund, bearing date October 29th, 1895, and all of her right, claim and demand against the Internal Improvement Fund of the State of Florida and the Trustees of said Fund, and their successors, for indemnity in lieu of the lands so released and quit-claimed and also the lands heretofore conveyed by the Trustees of the Internal Improvement Fund to S. I. Wailes and John A. Henderson, or their orders, under the reservation in said certificate, and the said Trustees of the Internal Improvement Fund of the State of Florida have agreed to make deeds to the said Mathilde G. Kittel, or her assigns, for all of the lands embraced in the said Certificate numbered 13,909, which have been patented to the State of Florida by the United States and which have not been quit claimed to the said Trustees by the said Joseph J. Kittel, as aforesaid, or heretofore deeded by the said Trustees under the terms of said certificate, to the Augusta, Tallahassee and Gulf Railroad Company, which lands so deeded have vested in the said Mathilde G. Kittel, or which have not been heretofore deeded or conveyed to S. I. Wailes and John A. Henderson, or their orders under the terms of the reservation in said certificate, or the lands not heretofore conveyed to settlers under the terms of the said certificate, and to enter into a written agreement with the said Mathilde G. Kittel to make fee simple deeds to her, or her assigns, for such of the lands embraced in the said Certificate numbered 13,909, which have not been patented to the State of Florida by the United States and which have not been quit claimed to the said Trustees by the said Joseph J. Kittel as aforesaid, when, and only when, said lands shall have been patented to the State of Florida by the United States.

And whereas, The lands hereinafter described are the lands which the said Trustees were to agree to make deed to the said Mathilde G. Kittel or her assigns, whenever patented by the United States to the State of Florida.

And whereas, The said Mathilde G. Kittel has requested the said Trustees of the Internal Improvement Fund to deed to George W. Saxon, his heirs and assigns, the following of said lands when patented as aforesaid, to-wit:

The southwest quarter of the southeast quarter of section twelve, in township one north, range five east; the east half of the east half of fractional section twenty-one in township three north of range six east, containing in the aggregate of one hundred and thirteen acres and forty one-hundredths of an acre, and lying and being in the County of Jefferson.

The northwest quarter of the northeast quarter of section eighteen, in township two north of range twelve east; the southwest quarter of the northwest quarter of section seven, in township two north of range fourteen east, containing in aggregate seventy-nine acres and ninety-four one-hundredths of an acre and lying and being in the County of Hamilton.

The west half of the southeast quarter of section eight, in township four south of range seven east, containing eighty acres and sixteen one-hundredths of an acre, and lying and being in the County of Taylor.

The south half of the southeast quarter and the east half of the southwest quarter of section fourteen; the east half of the southeast quarter of section eighteen; the of the northeast quarter, the southwest quarter of the southeast quarter of section nineteen; the southeast quarter of the northeast quarter, the west half of the northeast quarter, the northwest quarter, the east half of the southeast quarter, the northwest quarter of the southeast quarter, the north half of the southwest quarter and the southwest quarter of the southwest quarter of section twenty; the east half of the northeast quarter, the southwest quarter of the northeast quarter, the north half of the northeast quarter, the southwest quarter of the northwest quarter, the northwest quarter of the southeast quarter and the southwest quarter of the southwest quarter of section twenty-one; the south half of the northeast quarter, the south half of the northwest quarter, the northwest quarter of the northwest quarter, the southeast quarter, the southeast

quarter of the southwest quarter and the west half of the southwest quarter of section twenty-two; the north half of the northeast quarter of the southwest quarter of the northeast quarter, the north half of the northwest quarter, the southwest quarter of the northwest quarter; the southeast quarter, the southeast quarter of the southeast quarter of the southwest quarter and the west half of the southwest quarter of section twenty-three; and the south half of the northeast quarter, the south half of the northwest quarter, the northwest quarter of the northwest quarter and the south half of section twenty-four, in township five south, of range eleven east. the southwest quarter of the northeast quarter, the northwest quarter of the southeast quarter and the northeast quarter of the southwest quarter of section fifteen; the south half of the northeast quarter and the northwest quarter of the northeast quarter of section twenty-one; the northwest quarter of the northeast quarter and the northwest quarter of the northwest quarter of section twenty-two; the west half of the northwest quarter of section twenty-three; the north half of the northeast quarter and the northwest quarter of the southwest quarter of section twenty-five; and the north half of the south west quarter of section twenty-six, in township six south of range eleven east; the south half of the northeast quarter and the northwest quarter of the northeast quarter of section one, in township ten south of range eleven east; the east half of the southwest quarter of section twenty, in township five south, range thirteen east, containing in the aggregate three thousand six hundred and forty-three acres and sixty-two one-hundredths of an acre and lying and being in the County of Lafayette.

The southeast quarter of the northwest quarter of section twenty-two, in township four south of range eleven east; the northwest quarter of the northeast quarter, the north half of the southeast quarter the southwest quarter of the southeast quarter and the southwest quarter of section ten, in township four south of range twelve east; the southwest quarter of the southeast quarter and the southeast quarter and the southwest of section twenty-four in township two south, of range fourteen east, containing four hundred and forty-two acres and nine one-hundredths of an acre and lying and being in the County of Suwannee.

The northwest quarter of the southeast quarter of section thirty-one, in township nine south of range fourteen east; the northeast quarter of the southeast quarter of section twenty-three; the southwest quarter of the southeast quarter of section twenty-nine and the north half of the northwest quarter of section thirty-five in township seven south, of range fifteen east; the southeast quarter of the southeast quarter of section three; the south half of the northwest quarter of section thirteen; the northwest quarter of the northeast quarter and the north half of the northwest quarter of section twenty-one; and the northwest quarter of the northwest quarter of section twenty-three, in township eight south, of range fifteen east; the southeast quarter of the southeast quarter of section thirteen in township nine south, of range fifteen east, containing five hundred and nineteen acres and sixty-three one-hundredths of an acre, and lying and being in the County of Alachua.

The east half of the northeast quarter, the southwest quarter of the northeast quarter and the southeast quarter of section thirty-six in township fifteen south of range sixteen east, containing three hundred and one acres and ninety-two one-hundredths of an acre, and lying and being in the County of Levy.

And whereas, The said Mathilde G. Kittel has requested the said Trustees of the Internal Improvement Fund to convey to John W. West, Solon W. Bowen and William J. Kelly, their heirs and assigns, the following of said lands when patented as aforesaid, to-wit:

The west half of the southeast quarter and the southeast quarter of the southeast quarter of section thirty-five, in township three north, of range seven east; the west half of the southeast quarter of section thirty-three in township three north, of range eight east; the south half of section fifteen; the northwest quarter of the northeast quarter and the east half of the southeast quarter of section twenty-four, the north half of section twenty-five and the east half of section twenty-seven in township one south, of range nine east; the north half and southeast quarter of section fourteen in township two south of range ten east, containing in the aggregate one thousand seven hundred and fifty-nine acres, and eighty-eight one-hun-

dredths of an acre, and lying and being in the County of Madison.

And whereas, the said Mathilde G. Kittel has requested the said Trustees of the Internal Improvement Fund to convey to herself and her heirs and assigns the following of said lands when patented, as aforesaid, to-wit:

The west half of the southwest quarter and the southwest quarter of the northwest quarter of section one; the east half and the northwest quarter of section two; the southwest quarter of the southwest quarter of section four; the lots numbered two, six and seven of section five; the lots numbered seven, nine, ten and fourteen of section nine; the southwest quarter of the southwest quarter of section ten; the southwest quarter of the northwest quarter of section twelve; the northeast quarter of the northwest quarter, the southwest quarter of the northeast quarter and northeast quarter of the southeast quarter of section fifteen; the northeast quarter of the northeast quarter, and the southwest quarter of the northeast quarter of section twenty-three, and the outhwest quarter of the southwest quarter of section twenty-four in township seven south of range eleven west; the south half of the lot numbered two of section twenty-three in township nine south of range eleven west, containing one thousand two hundred and seventy-three acres, and fifty-six one-hundredths of an acre, lying and being in the county of Calhoun.

Now, therefore, the Trustees of the Internal Improvement Fund of the State of Florida, parties of the first part, for the purpose of affecting a compromise of the litigation aforesaid and in consideration of the release by the said Mathilde G. Kittel to the said Trustees of the Internal Improvement Fund of all the lands which were quit-claimed to the said Trustees by the said Joseph J. Kittel as aforesaid, and of the release and discharge by the said Mathilde G. Kittel of all claim and demand against the Internal Improvement Fund of the State of Florida and the Trustees of the said Fund for indemnity on account of the said lands so quit-claimed as aforesaid, and for other valuable considerations, do hereby covenant and agree with the said Mathilde G. Kittel, her heirs and assigns that the said Trustees of the Internal Improvement

Fund, parties of the first part, or their successors in office, will convey to the said George W. Saxon, his heirs and assigns, the lands hereinabove described as the lands requested by the said Mathilde G. Kittel to be conveyed to him, his heirs and assigns, and will convey to the said John W. West, Solon W. Bowen and William J. Kelly, the lands hereinabove described as the lands requested by the said Mathilde G. Kittel to be conveyed to them, their heirs and assigns, and will convey to the said Mathilde G. Kittel, her heirs and assigns, the lands hereinabove described as the lands requested by her to be deeded to herself, her heirs and assigns, the said lands to be conveyed by the said Trustees of the Internal Improvement Fund, to the said respective parties, when, and only when the same shall have been patented to the State of Florida by the United States; it being distinctly understood and agreed between the parties to this instrument that if the lands hereinabove described shall not be patented by the United States to the State of Florida no claims, or indemnity or damages shall arise in favor of the said Mathilde G. Kittel, George W. Saxon, John W. West, Solon W. Bowen and William J. Kelly, or either of them, against the Trustees of the Internal Improvement Fund of the State of Florida, or the State of Florida.

In testimony whereof, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto set their hands and seals, and have caused the seal of the Department of Agriculture of the State of Florida to be hereunto affixed the day and year first above written.

N. B. BROWARD, (Seal)
Governor.

A. C. CROOM, (Seal.)
Comptroller.

(Seal of Office.)
Signed, sealed and delivered in our presence.

W. V. KNOTT, (Seal)
Treasurer.

C. B. Gwynn, W. H. ELLIS, (Seal)
George B. Perkins. Attorney General.

B. E. McLIN, (Seal)

This indenture made and entered into this, the 17th day of July, A. D. 1906, between Mathilde G. Kittel of the city and County and State of New York, party of the first part, and Napoleon B. Broward, Governor of the State of Florida; A. C. Croom, Comptroller; of said State; W. V.

Knott, Treasurer of said State; W. H. Ellis, Attorney General of said State, and B. E. McLin, Commissioner of Agriculture of said State and ex-officio Trustees of the Internal Improvement Fund of the State of Florida, parties of the second part.

Witnesseth, Whereas, The Trustees of the Internal Improvement Fund of the State of Florida, by an instrument of writing duly signed and sealed, denominated Certificate No. 13909, dated March 16, 1889, and recorded in the office of the Commissioner of Agriculture of the State of Florida in Book "F," Record of Railroad Deeds, pages 231 to 246 inclusive, and delivered by the said Trustees of the Internal Improvement Fund to the Augusta, Tallahassee and Gulf Railroad Company did certify that the said Augusta, Tallahassee and Gulf Railroad Company was entitled to certain lands therein described under the provisions of an act of the Legislature of the State of Florida, entitled "An Act Granting Aid for the Construction of the Thomasville, Tallahassee and Gulf Railroad," approved February 7th, 1883, and the amendments thereof, by reason of the construction of a certain portion of said railroad whenever the said lands should be patented to the State of Florida under the act of Congress of September 28th, 1850, and that upon the receipt of such patents by the State of Florida the said Trustees, or their successors would convey the said lands to the said company, its successors and assigns, saving the rights of actual settlers on said lands acquired at or before the date of the said certificate, and saving the rights of John A. Henderson and Sydney I. Wailes, respectively, under their respective contracts with the said Trustees for selecting swamp and overflowed lands and obtaining patents therefor, for the State of Florida, under the said act of Congress;

And, whereas, the said Augusta, Tallahassee and Gulf Railroad Company Company, after receiving said certificate did, by certain deeds of mortgage, dated respectively September 18th, 1889, and January 25th, 1890, convey all the lands mentioned and described in the said certificate No. 13909 to Joseph G. Kittel, of the City of New York, State of New York, his heirs and assigns, to secure the payment of certain moneys loaned by the said Kittel to the said railroad company;

And, whereas, said lands were all conveyed by Phillip Walter, special master in chancery, to said Joseph J. Kit-

tel, on November 10th, 1892, by virtue of a decree of the Circuit Court of the United States for the Fifth Judicial Circuit and Northern District of Florida, entered February 8th, 1892, in a suit brought against the said railroad company and the said Trustees of the Internal Improvement Fund of the State of Florida for the foreclosure of said mortgages;

And, whereas, the said Joseph J. Kittel, by two several deeds, bearing date respectively October 29th, 1895, made at the request of the said Trustees of the Internal Improvement Fund, and with the understanding that he would be indemnified by the conveyance to him by the said Trustees of an equal quantity of other lands of those granted to the State of Florida by the act of Congress of September 28th, 1850, in lieu of those to be released, did grant, convey, relinquish and quit-claim all of the right, title and interest which he had acquired thereto by virtue of the said certificate No. 13909, and the decree of the court and of the deed of the special master thereunder aforesaid, in and to the lands hereinafter released and quit-claimed.

And, whereas, the said Joseph J. Kittel has since departed this life, leaving a last will and testament which was duly admitted to probate in the office of the Surrogate of the County of New York, and a certified copy of which and of the said probate proceedings, has been admitted to record in the County of Calhoun, and State of Florida, where the said Joseph J. Kittel owned lands at the time of his death, by which last will and testament the said Mathilde G. Kittel, party of the first part, the wife of the said Joseph J. Kittel, is made his sole legatee and devisee, and is appointed the sole executrix thereof.

And, whereas, there are now pending in the United States Circuit Court for the Northern District of Florida, in equity, two suits between the said parties hereto, one of the said suits having been brought by the said Mathilde G. Kittel against the said Trustees of the Internal Improvement Fund, in the United States Circuit Court for the Northern District of Florida, and the other having been brought by the said Trustees of the Internal Improvement Fund of the State of Florida against the said Mathilde G. Kittel in the Circuit Court of the State of Florida in and for the County of Calhoun, and which latter suit was removed by the said Mathilde G. Kittel

to the United States Circuit Court for the Northern District of Florida, in which two suits there is involved the right of the said Mathilde G. Kittel to a deed from the Trustees of the Internal Improvement Fund of the State of Florida for the lands embraced in the said certificate No .13909, which had not been previously deeded to the said Augusta, Tallahassee and Gulf Railroad Company by the said Trustees of the Internal Improvement Fund;

And, whereas, the said Mathilde G. Kittel and the said Trustees of the Internal Improvement Fund have reached an agreement of compromise and settlement of the matters of controversy involved in the said suits under the terms of which agreement.

The said Trustees of the Internal Improvement Fund are to convey to George W. Saxon, as assignee of the said Mathilde G. Kittel, his heirs and assigns, the following described lands, to-wit: The whole of fractional section seven, the whole of fractional section eighteen, the west half of fractional section nineteen and the whole of section thirty in township three south, of range fifteen west. The whole of fractional section one, the whole of fractional section twelve, the whole of section thirteen, the whole of fractional section fourteen and the whole of fractional section fifteen, in township three south, of range sixteen west, containing in the aggregate four thousand and eight acres and sixteen one-hundredths of an acre, and lying and geing in the County of Washington.

The southwest quarter of the southeast quarter of section eight in township one north, of range five east. The south half of the northwest quarter of section six in township one north, of range six east. The north half of the northeast quarter and the north half of the northwest quarter of section twelve, and the lots numbered one, two, three, four, five and six of section twenty-four, in township four south, of range three east. The north half of the southeast quarter and the southeast quarter of the southeast quarter of section twelve, in township two south, of range four east. The west half of the northeast quarter, and the west half of section six, in township four south, of range four east, containing in the aggregate one thousand, three hundred and nineteen acres and ninety-two one-hundredths of an acre, and lying and being in the County of Jefferson.

The north half of the northeast quarter of section four,

in township two north, of range twelve east; the southeast quarter of the northeast quarter of section twelve, in township two north, of range thirteen east. The northwest quarter of the southwest quarter of section seven; the southwest quarter of the southeast quarter of section ten; the southwest quarter of the southwest quarter of section twelve; the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter of section fourteen, and the south half of the southwest quarter of section twenty-eight, in township two north, of range fourteen east. The southwest quarter of the southeast quarter of section thirty-four in township one, north of range fifteen east. The lot numbered five, or the west half of the southwest quarter of section eighteen, the lot numbered two, or the west half of the northeast quarter of section nineteen and the northeast quarter of the southeast quarter of section twenty-seven in township two, north of range fifteen east, the northeast quarter of the southeast quarter of section eighteen, and the north half of the northwest quarter of section twenty-eight, in township one north, of range sixteen east; west half of southeast quarter, section thirty, township two north, of range sixteen east; the southwest quarter of the southeast quarter of the southeast quarter of section two; the northeast quarter of the northeast quarter of section eight, and the southwest quarter of the southwest quarter of section fourteen in township one south, of range fifteen east, containing in the aggregate nine hundred and fifty-six acres and ninety one-hundredths of an acre, and lying and being in the County of Hamilton.

All of the unsurveyed part of section one, in township five south, of range three east; the east half of the southeast quarter of section twenty-six in township four south, of range four east; the south half of section nine; the south half of section ten, and the south half of section eleven, in township five south, of range four east; the east half of the northwest quarter and the northwest quarter of the northwest quarter of section thirty-four, in township two south, of range five east; the southeast quarter of the northwest quarter of section one, and the northwest quarter of the northwest quarter of section twelve, in township three south, of range five east. The whole of the unsurveyed part of township six south, of range five east; the southwest quarter of the northeast quarter, and the west

half of the southeast quarter of section six; the northeast quarter of the northeast quarter of section seven; the northeast quarter of the northeast quarter of section seven; the northeast quarter of the southeast quarter of section eight, and the east half of section twenty-four in township six south, of range six east; the west half of the northeast quarter, the north half of the northwest quarter, the southwest quarter of the northwest quarter, and the southwest quarter of the southeast quarter, and the southwest quarter of section five, and the whole of section six, in township four south, of range seven east. The east half of the southeast quarter of section eighteen, and the south half of the southeast quarter of section twenty-two, in township six south, of range seven east, containing in the aggregate five thousand, six hundred and sixty acres and seventy-seven one hundredths of a acre, and lying and being in the County of Taylor.

The west half of the northwest quarter, the north half of the southeast quarter, and the north half of the southwest quarter of section thirty-two, in township seven south, of range ten east. The east half of the northeast quarter of section eighteen; the southwest quarter of the southeast quarter, and the southeast quarter of the southwest quarter of section twenty-one, in township five south, of range eleven east. The southwest quarter of the northwest quarter of section fourteen; the southeast quarter of the northeast quarter and the southwest quarter of the southwest quarter of section fifteen, and the north half of the southwest quarter of section twenty-seven in township the south quarter and the north half of the southwest quarter of section twenty-seven in township six south, of range eleven east. The west half of the southwest quarter of section thirty-five, in township nine west quarter of section twenty-nine, in township twelve south, of range thirteen east. The northeast quarter of the northeast quarter of section ten. The southwest quarter of the southeast quarter of section fourteen; the southeast quarter of the northwest quarter, and the northeast quarter of the southwest quarter of section twenty-two. The lot numbered one of section twenty-three, and the lot numbered three of section thirty-four in township seven of range fourteen east. The lot numbered one of section five; the east half of the southeast quarter of section eighteen; the southwest quarter of the northwest

quarter of section thirty; the east half of the of the northeast quarter and the lot numbered one of section thirty-one, and the lot numbered two of section thirty-two, in township eight south, of range fourteen east. The southwest quarter of the northwest quarter of section six, in township eleven south, of range fourteen east, containing in the aggregate one thousand, five hundred and fifty-three acres and nine one-hundredths of an acre, and lying and being in the County of Lafayette.

The south half of the southwest quarter of section two, and the southeast quarter of the northeast quarter of section twenty-four, in township two south, of range fourteen east; the northeast quarter of the southeast quarter of section two; the southeast quarter of the southeast quarter of section four; the southeast quarter of the southeast quarter of section ten; the southeast quarter of the southeast quarter of section fourteen, the northwest quarter of the northwest quarter of section twenty-four, and the southwest quarter of the southwest quarter of section twenty-eight in township three, south of range fourteen east. The west half of the southwest quarter of section one, in township seven south, of range fourteen east. The southeast quarter of the southwest quarter of section six, in township three south, of range fifteen east, containing four hundred and eighty acres and thirty-seven one-hundredths of an acre, and lying and being in the County of Suwannee.

The east half of the northeast quarter; the east half of the southeast quarter, and the southwest quarter of the southeast quarter of section one, in township seven south, of range fourteen east. The northeast quarter of the northeast quarter of section twenty-nine, in township eight south, of range fourteen east. The northwest quarter of the northwest quarter of section five, the west half of the southeast quarter and the northeast quarter of the southwest quarter of section nineteen, and the south half of the northeast quarter of section thirty-one, in township nine south, of range fourteen east, containing four hundred and eighty acres and eighty-eight one-hundredths of an acre, and lying and being in the County of Alachua.

The southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of section eighteen, and the southwest quarter of the southeast quarter of section twenty-eight, in township thirteen south, of

range thirteen east. The southeast quarter of the southwest quarter of section two in township twelve south, of range fourteen east; the west half of the northeast quarter and the northwest quarter of the southeast quarter of section eighteen in township twelve south, of range fifteen east. The east half of the northeast quarter and the southeast quarter of section fourteen, and the north half of section twenty-four, in township fifteen south, of range sixteen east. The north half of the northeast quarter and the southeast quarter of the northeast quarter of section eight, in township seventeen south, of range seventeen east, containing in the aggregate nine hundred and sixty-one acres and twenty-two one-hundredths of an acre, and lying and being in the County of Levy.

And the said Trustees of the Internal Improvement Fund are to convey to John W. West, Solon W. Bowen and William J. Kelly, as assignees of the said Mathilde G. Kittel, their heirs and assigns, the following described lands, to-wit: The northeast quarter of the southwest quarter of section two in township one north, of range six east. The east half of the northwest quarter of section twenty-four, in township one north, of range seven east. The northeast quarter of the northeast quarter; the west half of the northeast quarter; the northeast quarter of the northwest quarter, and the west half of the southwest quarter of section two; the south half of the northeast quarter of section four; the north half of the northeast quarter and the southwest quarter of the northeast quarter of section eight; the northeast quarter of section ten, and the west half of the northeast quarter, and the west half of the northwest quarter of section twenty-two, in township two north, of range seven east. The southeast quarter of the southeast quarter of section twenty-seven; the southwest quarter of the northwest quarter of section thirty-four, and the east half of the southeast quarter and the southeast quarter of the southwest quarter of section thirty-six, in township three north, of range seven east. The northwest quarter of the northeast quarter of section four the east half of the southeast quarter of section eight; the northeast quarter of the northeast quarter, the west half of the northeast quarter and the northeast quarter of the northwest quarter of section twenty-eight, and the west half of the northeast quarter of section thirty in township two north, of range eight east. The northeast quarter of

the northwest quarter of section two in township two north, of range nine east. The northwest quarter of the northeast quarter of section thirty, and the southeast quarter of the northeast quarter and the west half of the northeast quarter of section thirty-two, in township one south, of range seven east. The southeast quarter of the southeast quarter of section one, and the northeast quarter of the southeast quarter of section four, in township two south, of range seven east. The northwest quarter of the northeast quarter of section thirty-two, in township one south, of range eight east; the west half of the northwest quarter and the northwest quarter of the southwest quarter of section twenty-two; the east half of the northeast quarter, the southwest quarter of the northeast quarter, the west half of the southeast quarter, and the southwest quarter of section twenty-four; the north half of section twenty-six, and the southwest quarter of the northeast quarter and the west half of section thirty-two, in township one south, of range nine east, containing in the aggregate two thousand, nine hundred and nineteen acres, and lying and being in the County of Madison, in the State of Florida.

And the said Trustees of the Internal Improvement Fund are to convey to the said Mathilde G. Kittel, her heirs and assigns, the following described lands, to-wit: All of the unsurveyed part of township four south, of range nine west; all of the unsurveyed part of township five south, of range nine west; the northwest quarter of section ten, in township seven south of range nine west. The east half, the east half of the northwest quarter, the northwest quarter of the northwest quarter and the east half of the southwest quarter of section one; the southwest quarter of section two; the whole of section three; the east half, the northwest quarter, the east half of the southwest quarter and the northwest quarter of the southwest quarter of section four; the lot numbered one of section five; the lots numbered one, two, eight and fifteen of section nine; the east half, the northwest quarter, the east half of the southwest quarter and the northwest quarter of the southwest quarter of section ten; the whole of section eleven; the east half, the east half of the northwest quarter the northwest quarter of the northwest quarter and the southwest quarter of section twelve; the whole of section thirteen; the whole

of section fourteen; the north half of the northeast quarter, the southeast quarter of the northeast quarter, the south half of the northwest quarter, the northwest quarter of the northwest quarter, the south half of the southeast quarter, the northwest quarter of the southeast quarter and the southwest quarter of section fifteen; the southeast quarter of the northeast quarter and the northwest quarter of the northeast quarter of section twenty-three; the east half, the northwest quarter, the east half of the southwest quarter and the northwest quarter of the southwest quarter of section twenty-four; and the east half of section twenty-five, in township seven south, of range eleven west; the east half of the northwest quarter and the east half of the southwest quarter of section twenty-five; and the east half of the east half of the northwest quarter and the east half of the southwest quarter of section thirty-six in township eight south, of range eleven west. The lots numbered one, two, three, six, seven, eight, eleven, and fourteen of section one; the southwest quarter of the southwest quarter and the east half of section twelve; the southwest quarter of the southwest quarter and the east half of section twelve; the southwest quarter of section thirteen; the southeast quarter of the southeast quarter of the northwest quarter and the east half of section twelve; the southwest quarter of section thirteen; the southeast quarter of the southeast quarter of section fourteen; the lot numbered one, and the north half of the lot numbered two of section twenty-three; and the lot numbered four of section twenty-four in township nine south, of range eleven west. Containing in the aggregate eighteen thousand six hundred and eighty-four acres, and nineteen one hundredths of an acre and lying and being in the County of Calhoun, in the State of Florida.

And the said Trustees of the Internal Improvement Fund are to enter into a written contract with the said Mathilde G. Kittel by which they are to bind themselves, and their successors in office to convey, as the same are patented to the State of Florida by the United States, and only when the same are so patented, to George W. Saxon, his heirs and assigns, the following described lands to wit: the southwest quarter of the southeast quarter of section twelve, in township one north of range five east. The east half of the east half of the fractional section twenty-one,

in township three north, of range six east. Containing in the aggregate one hundred and thirteen acres and forty one hundredths of an acre; and lying and being in the County of Jefferson.

The northwest quarter of the northeast quarter of section eighteen, in township two north, of range twelve east. The southwest quarter of the northwest quarter of section seven, in township two north of range fourteen east. Containing in the aggregate seventy-nine acres and ninety-four one hundredths of an acre; and lying and being in the County of Hamilton.

The west half of the southeast quarter of section eight, in township four south of range seven east. Containing eighty acres and sixteen one hundredths of an acre, and lying and being in the County of Taylor.

The south half of the southeast quarter and the east half of the southwest quarter of section fourteen; the east half of the southeast quarter of section eighteen; the northeast quarter and the northwest quarter of the southeast quarter of section nineteen; the southeast quarter of the northeast quarter, the west half of the northeast quarter, the northwest quarter the east half of the southeast quarter the northwest quarter of the southeast quarter, the north half of the southwest quarter and the southwest quarter of the southwest quarter of section twenty; the east half of the northeast quarter the southwest quarter of the northeast quarter, the north half of the northwest quarter, the east half of the southeast quarter, the northwest quarter of the southeast quarter and the southwest quarter of the southwest quarter of section twenty-one; the south half of the northeast quarter, the south half of the northwest quarter, the northwest quarter of the northwest quarter, the southeast quarter, the southeast quarter of the southwest quarter and the west half of the southwest quarter of section twenty-two; the north half of the northeast quarter, the southwest quarter of the northeast quarter, the north half of the northwest quarter, the southwest quarter of the northwest quarter, the southeast quarter, the southeast quarter of the southwest quarter, and the west half of the southwest quarter of section twenty-three; the south half of the northeast quarter, the south half of the northwest quarter, the northwest quarter of

the northwest quarter and the south half of section twenty-four; in township five south, of range eleven east. The southwest quarter of the northeast quarter, the northwest quarter of the southeast quarter and the northeast quarter of the southwest quarter of section fifteen; the south half of the northeast quarter and the northwest quarter of the northeast quarter of section twenty-one; the northwest quarter of the northeast quarter and the northwest quarter of the northwest quarter of section twenty-two; the west half of the northwest quarter of section twenty-three; the north half of the northeast quarter and the northwest quarter of the southwest quarter of section twenty-five; and the north half of the southwest quarter of section twenty-six, in township six south, of range eleven east. The south half of the northeast quarter and the northwest quarter of the northeast quarter of section one, in township ten south, of range eleven east. The east half of the southwest quarter of section twenty, in township five south, of range thirteen east. Containing in the aggregate three thousand, six hundred and forty-three acres and sixty-two one hundredths of an acre, and lying and being in the County of Lafayette.

The southeast quarter of the northwest quarter of section twenty-two, in township four south, of range eleven east. The northwest quarter of the northeast quarter, the north half of the southeast quarter, the southwest quarter of the southeast quarter and the southwest quarter of section ten, in township four south, of range twelve east. The southwest quarter of the southeast quarter and the southeast quarter of the southwest quarter of section twenty-four, in township two south, of range fourteen east. Containing four hundred and forty-two acres and nine one hundredths of an acre; and lying and being in the County of Suwannee.

The northwest quarter of the southeast quarter of section thirty-one, in township nine south, of range fourteen east; the northeast quarter of the southeast quarter of section twenty-three; the southwest quarter of the southeast quarter of section twenty-nine, and the north half of the northwest quarter of section thirty-five, in township seven south, of range fifteen east. The southeast quarter of the southeast quarter of section three; the south half of the northwest quarter of section thirteen; the north-

west quarter of the northeast quarter and the north half of the northwest quarter of section twenty-one; and the northwest quarter of the northwest quarter of section twenty-three, in township eight south, of range fifteen east. The southeast quarter of the southeast quarter of section thirteen, in township nine south, of range fifteen east. Containing five hundred and nineteen acres and sixty-three one hundredths of an acre, and lying and being in the County of Alachua.

The east half of the northeast quarter, the southwest quarter of the northeast quarter and the southeast quarter of section thirty-six, in township fifteen south, of range sixteen east. Containing three hundred and one acres and ninety-two one hundredths of an acre, and lying and being in the County of Levy.

And to John W. West, Solon W. Bowen and William J. Kelly, their heirs and assigns, the following described lands to wit: The west half of the southeast quarter and the southeast quarter of the southeast quarter of section thirty-five, in township three north, of range seven east. The west half of the southeast quarter of section thirty-three, in township three north, of range eight east. The south half of section fifteen; the northwest quarter of northeast quarter and the east half of the southeast quarter of section twenty-four; the north half of section twenty-five, and the east half of section twenty-seven, in township one south, of range nine east. The north half and the southeast quarter of section fourteen, in township two south, of range ten east. Containing in the aggregate one thousand, seven hundred and fifty-nine acres and eighty-eight one hundredths of an acre; and lying and being in the County of Madison.

And to Mathilde G. Kittel, her heirs and assigns, the following described lands to wit: The west half of the southwest quarter and the southwest quarter of the northwest quarter of section one; the east half and the northwest quarter of section two; the southwest quarter of the southwest quarter of section four; the lots numbered two, six and seven of section five; the lots numbered seven, nine, ten and fourteen of section nine; the southwest quarter of the southwest quarter of section ten; the southwest quarter of the northwest quarter of section twelve, the northeast quarter of the northwest quarter; the southwest quarter of the north-

east quarter and the northeast quarter of the southeast quarter of section fifteen; the northeast quarter of the northeast quarter and the southwest quarter of the northeast quarter of section twenty-three; and the southwest quarter of the southwest quarter of section twenty-four, in township seven south, of range eleven west. The south half of the lot numbered two of section twenty-three, in township nine south of range eleven west. Containing one thousand, two hundred and seventy-three acres and fifty-six one hundredths of an acre; and lying and being in the County of Calhoun.

And the said Mathilde G. Kittel is to forever release, discharge and acquit the said Trustees of the Internal Improvement Fund from all right, claim and demand whatsoever, which she, as sole legatee and devisee of the said Joseph J. Kittel, deceased, and sole executrix of his said last will and testament, has, or may have, against the Internal Improvement Fund of the State of Florida, or the Trustees thereof, for indemnity for the lands which were relinquished and quit-claimed by the said Joseph J. Kittel, as aforesaid, or for any other cause whatsoever; and is to give to the said Trustees of the Internal Improvement Fund a deed of release for the lands relinquished and quit-claimed by the said Joseph J. Kittel, deceased, by deeds bearing date October 29th, 1895, as aforesaid.

Now, therefore, the said Mathilde G. Kittel, party of the first part, for and in consideration of the premises and of the performance by the said Trustees of the Internal Improvement Fund of their part of the said compromise settlement, by the execution and delivery of the said several conveyances and the contracts aforesaid hath remised and released, and doth hereby remise, release, and forever quit-claim unto the said Trustees of the Internal Improvement Fund of the State of Florida, parties of the second part, and their successors in the said trust, and their assigns, the following described lands, being the same which were relinquished and quit-claimed, or intended to be, by the said Joseph J. Kittel, in his lifetime, as aforesaid, to wit: The lots numbered one and two, and the west half of the southeast quarter of fractional section nineteen, in township three south, of range fifteen west. Containing two hundred and eighteen acres

and twenty-one hundredths of an acre; and lying and being in the County of Washington.

The lots numbered one, two, three and four of section twenty-five, in township four south, of range one east, containing three hundred and twenty-one acres, and lying and being in the County of Wakulla.

The northeast quarter of the southeast quarter of section eighteen; and the north half of the northeast quarter and the southwest quarter of the southwest quarter of section thirty, in township two north, of range two west. Containing one hundred and fifty-seven acres and seventy-two one hundredths of an acre; and lying and being in the County of Gadsden.

The south half of the northeast quarter and the south half of the northwest quarter and the south half of section twelve, and the whole of section thirteen, in township four south, of range three east; the northwest quarter of the southwest quarter of section twelve, in township one south, of range five east. Containing in the aggregate one thousand, one hundred and sixty acres and fifty-five one hundredths of an acre, and lying and being in the County of Jefferson.

The southwest quarter of the southwest quarter of section four; the east half of the southeast quarter of section five; the southwest quarter of the southeast quarter, the southwest quarter of the northwest quarter and the southwest quarter of section seven, in township two north, of range twelve east. The southeast quarter of the southeast quarter of section twenty-two; the east half of the southwest quarter of section twenty-four, and the northeast quarter of the northeast quarter of section twenty-five, in township one north, of range thirteen east. The southwest quarter of the northeast quarter and the southeast quarter of the northwest quarter of section twelve; and the northeast quarter of the southeast quarter of section twenty-four, in township two north, of range thirteen east. The southwest quarter of the southwest quarter of section seven; the northeast quarter of the northwest quarter of section twenty-six, and the east half of the northeast quarter of section twenty-seven, in township two north, of range fourteen east. The southeast quarter of the northeast quarter and the northwest quarter of the southeast quarter of section twenty-eight, in township one north, of range fifteen east. The lot

numbered five of section twenty-three, in township one north, of range sixteen east; the northwest quarter of the southwest quarter of section fourteen; the southwest quarter of the southwest quarter of section seventeen; the southwest quarter of the southeast quarter of section nineteen; the southeast quarter of the northwest quarter and the southwest quarter of the southwest quarter of section twenty-five, and the northwest quarter of the northwest quarter of section twenty-eight, in township one south, of range fifteen east. The west half of the lot numbered one of section three and the lot numbered two of section eleven, in township two south, of range fifteen east. Containing in the aggregate thirteen hundred acres and forty-five one hundredths of an acre; and lying and being in the County of Hamilton.

The fractional west half of fractional section twenty-two, in township three north, of range six east. The southeast quarter of the northwest quarter and the west half of the northwest quarter of section two; the west half of the southeast quarter and the southwest quarter of section three; the north half of the southeast quarter, the east half of the southwest quarter, and the southwest quarter of the southwest quarter of section four; the east half of the southeast quarter, the southwest quarter of the southeast quarter and the southeast quarter of the southwest quarter of section five; the southeast quarter of the northeast quarter, the east half of the northwest quarter and the northwest quarter of the northwest quarter of section eight the west half of the northwest quarter of section nine; the southwest quarter of the northwest quarter of section eleven; the north half of the northwest quarter and the southwest quarter of the southwest quarter of section thirteen; the north half of the northwest quarter of section nineteen; the east half of the northwest quarter of section twenty-two, and the west half of the northeast quarter and the east half of the northwest quarter of section twenty-three, in township two north, of range seven east. The southeast quarter of section twenty-five; and the northeast quarter, the northeast quarter of the southwest quarter, the west half of the southeast quarter, and the east half of the northwest quarter of section thirty-six, in township three north, of range seven east. The southeast quarter of the northwest quarter of section twenty-eight, in township

two north, of range eight east. The northeast quarter and the east half of the southeast quarter of section thirty-three, in township three north, of range eight east. The southwest quarter of the northeast quarter of section one, in township two north, of range nine east. The northwest quarter of the northeast quarter and the southwest quarter of the southwest quarter of section thirty-six, in township one south, of range seven east. The southeast quarter of the southeast quarter of section nine, in township two south, of range seven east. The east half of the northeast quarter and the northeast quarter of the southeast quarter of section twenty-one; and the west half of the northwest quarter of section twenty-seven, in township one south, of range nine east. The southwest quarter of section fourteen, in township two south, of range ten east. Containing in the aggregate two thousand, nine hundred and one acres and seventy-nine one hundredths of an acre; and lying and being in the County of Madison.

The lots numbered one, five and six of section twenty-five, in township four south, of range three east. The northeast quarter of the southwest quarter and the southwest quarter of the southwest quarter of section twenty-three; the southwest quarter of the southeast quarter and the southeast quarter of the southwest quarter of section twenty-five, and the northeast quarter of the northwest quarter of section thirty-three, in township two south, of range five east. The northwest quarter of the southeast quarter and the southeast quarter of the northwest quarter of section five, in township four south, of range seven east. The southwest quarter of the southwest quarter of section six, in township five south, of range seven east. Containing in the aggregate six hundred and thirty-five acres and fourteen one hundredths of an acre; and lying and being in the County of Taylor.

The lot numbered four of section twenty-five, in township nine south, of range nine east. The whole of section twelve. The southeast quarter of the northeast quarter, the west half of the northeast quarter, the southeast quarter and the west half of section twenty-four, in township three south, of range ten east. The east half of the southeast quarter of section twenty-five and the north half of the northeast quarter of section thirty-six, in township six south, of range ten east. The south half of

the southeast quarter and the south half of the southwest quarter of section thirty-two, in township seven south, of range ten east. The north half of the northeast quarter, the east half of the northwest quarter, the southwest quarter of the northwest quarter, the east half of the southwest quarter and the northwest quarter of the southwest quarter of section twenty-nine, in township eight south, of range ten east. The south half of section thirteen, the north half of the southeast quarter and the west half of the southwest quarter of section fourteen; the south half of section fifteen; the south half of section seventeen, the northeast quarter of the northeast quarter, the southwest quarter of the southeast quarter, and the southeast quarter of the southwest quarter of section twenty; the northwest quarter of the northeast quarter, the south half of the northwest quarter and the north half of the southwest quarter of section twenty-one; the north half of the northeast quarter, the northeast quarter of the northwest quarter and the northeast quarter of the southwest quarter of section twenty-two; the southeast quarter of the northeast quarter, the southeast quarter of the northwest quarter, the southeast quarter of the northwest quarter, and the northeast quarter of the southwest quarter of section twenty-three; the north half of the northeast quarter and the northeast quarter of the northwest quarter of section twenty-four, in township five south, of range eleven east. The northeast quarter of the southwest quarter of section twenty-three, and the southwest quarter of the northeast quarter, the south half of the northwest quarter and the northwest quarter of the southwest quarter of section thirty, in township six south, of range eleven east. The southwest quarter of the southwest quarter of section five, in township seven south, of range eleven east. The northeast quarter of the northeast quarter of section one, in township ten south, of range eleven east. The south half of section six; the north half of the southeast quarter, the southeast quarter of the southeast quarter, and the southwest quarter of section twenty-two, the southeast quarter of the southwest quarter, and the southwest quarter of section twenty-five; and the north half of the northwest quarter, the southwest quarter of the northwest quarter and the south half of the southwest quarter of section twenty-six, in township five south, of range twelve east.

The southeast quarter of section twenty, intownship five south, of range thirteen east; the whole of section two; the whole of section thirteen and the whole of section twenty-four in township six south, of range thirteen east; the lots numbered one, six, seven, eight, nine, ten and eleven of section twenty-five; and the southeast quarter of the northeast quarter; the southwest quarter of the northwest quarter and the northeast quarter of the southeast quarter of section thirty-five, in township eight south, of range thirteen east. The northwest quarter of the southwest quarter of section seventeen, in township twelve south, of range thirteen east. The southwest quarter of the northeast quarter and the northwest quarter of the southeast quarter of section twenty-two, and the northwest quarter of the northeast quarter of section thirty-four, in township seven south, of range fourteen east. The north half of the northeast quarter, the south half of the southeast quarter and the west half of section six; the whole of section seven; the northeast quarter, the west half of the southeast quarter and the west half of section eighteen; the east half of the southeast quarter of section nineteen, and the northwest quarter of the northwest quarter of section thirty, in township eight south, of range fourteen east. The north half the northwest quarter of section six, in township eleven south, of range fourteen east. Containing in the aggregate ten thousand, five hundred and fifty-four acres and twenty-nine one hundredths of an acre; and lying and being in the County of Lafayette.

The northwest quarter of section ten, in township four south, of range twelve east. The southeast quarter of the northeast quarter and the southeast quarter of the northwest quarter of section ten, in township one south, of range thirteen east. The south half of the southwest quarter of section twenty-two; the southeast quarter of the southeast quarter of section twenty-four and the east half of the northeast quarter of section thirty-six, in township two, south of range fourteen east. The southeast quarter of the northeast quarter of section eight and the southwest quarter of the southeast quarter of section thirty-four, in township three, south of range fourteen east, the northwest quarter of the southeast quarter and the east half of the southwest quarter of section one; and the southwest quarter of the southeast quar-

ter of section two, in township seven south, of range fourteen east. The northwest quarter of the southeast quarter and the southeast quarter of the southwest quarter of section eighteen, in township two south, of range fifteen east. The southeast quarter of the northwest quarter, the northwest quarter of the southeast quarter and the northeast quarter of the southwest quarter of section six; the northeast quarter of the northwest quarter of section eight; the northeast quarter of the northeast quarter of section eight; the northeast quarter of section eight; the northeast quarter of the northeast quarter and the southeast quarter of the southwest quarter of section twenty-eight; and the southeast quarter of the northeast quarter and the northeast quarter of the southwest quarter of section thirty, in township three south, of range fifteen east. Containing in the aggregate one thousand and eighty acres and ninety-eight one hundredths of an acre; and lying and being in the County of Suwannee.

The whole of section one. The east half of the northwest quarter of section nine, and the west half of section eleven, in township eight south, of range fourteen east. The northwest quarter of the southwest quarter of section twenty-nine; and the lot numbered one, the northeast quarter of the southeast quarter and the southwest quarter of the southeast quarter of section thirty-one, in township nine, south of range fourteen east. The southwest quarter of the southwest quarter of section thirteen, in township seven, south of range fifteen east. The northeast quarter of the northeast quarter of section twenty-nine, in township eight south of range fifteen east. The southeast quarter of the northeast quarter of section thirty-three, in township nine south of range fifteen east. Containing in the aggregate one thousand, three hundred and sixty-four acres and thirty-four one hundredths of an acre and lying and being in the County of Alachua.

The southeast quarter and the west half of section two; the whole of section three; the whole of section ten; the whole of section twelve; the whole of section fourteen; the whole of section twenty-two, and the west half of the northwest quarter and the southwest quarter of section thirty-two, in township eleven south, of range fourteen east. The southwest quarter of the southeast quarter of section two; the southeast quarter of the southeast quar-

ter of section nine; the northeast quarter of the northeast quarter of section eleven, and the south half of the northwest quarter and the northwest quarter of the northwest quarter of section twelve, in township twelve, south of range fourteen east. The northeast quarter of the northwest quarter of section seven and the southwest quarter of the southeast quarter of section eighteen, in township twelve, south of range fifteen east. The north half of the northeast quarter, the north half of the northwest quarter, the west half of the southeast quarter and the southwest quarter of section four, in township fourteen, south, of range fifteen east. The southwest quarter of the southeast quarter of section thirty-two, in township eleven, south of range sixteen east. The southwest quarter of the northeast quarter of section eight, in township seventeen, south of range seventeen east. Containing in the aggregate four thousand, six hundred and ninety-seven acres and forty-five one-hundredths of an acre; and lying and being in the County of Levy.

And the said Mathilde G. Kittel, party of the first part, for the consideration aforesaid, doth hereby also forever release, discharge and acquit the said Trustees of the Internal Improvement Fund, parties of the second part, and their successors in the trust, from any and all right, claim and demand which she, the said Mathilde G. Kittel, as sole legatee and devisee of the said Joseph J. Kittel, deceased, and sole executrix of his last will and testament, has, or may have, against the Internal Improvement Fund of the State of Florida, or the Trustees of said Fund, for indemnity for the lands heretofore relinquished and released by the said Joseph J. Kittel, and hereby remised, released and quit-claimed, or for any other cause whatsoever.

In testimony whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence.

MATHILDE G. KITTEL, (Seal.)

JOHN A. STRALEY,
LOUIS B. HASBROUCK.

Ind. and as Ex.

State of New York,
City and County of New York.

Be it remembered that on this, the 17th day of July, A.

D. 1906, personally appeared before me, Louis B. Hasbrouck, a notary public in and for said county and State, Mathilde G. Kittel, who is known to me to be the person described in and who executed the foregoing instrument of writing, and acknowledged that she signed, sealed and delivered the said instrument as and for her own free act and deed and for the uses and purposes therein expressed.

In testimony whereof, I have hereunto set my hand and official seal, the day and year last above written.

(Seal.)

L. B. HASBROUCK

Notary Public N. Y. County.

This indenture made and entered into this, the 13th day of August, A. D. 1906, between George W. Saxon, and Sarah B. Saxon, his wife, of the County of Leon, State of Florida, parties of the first part, and Napoleon B. Broward, Governor; A. C. Croom, Comptroller; W. V. Knott, Treasurer; W. H. Ellis, Attorney General and B. E. McLin, Commissioner of Agriculture, as Trustees of the Internal Improvement Fund of the State of Florida, parties of the second part, witnesseth:

Whereas, the said parties of the second part entered into an agreement with Mathilde G. Kittel, of the city, county and State of New York, bearing date theday of August, A. D. 1906, whereby they, the said parties of the second part, did covenant and agree with the said Mathilde G. Kittel, her heirs and assigns, to convey to the said George W. Saxon, his heirs and assigns, certain lands in the said agreement, particularly described, and, whereas, among the lands so covenanted and agreed to be conveyed by the said Trustees of the Internal Improvement Fund to the said George W. Saxon, his heirs and assigns, are certain tracts and parcels of land which, at the time of the making of the said agreement, had been patented to the State of Florida and had been conveyed by the Trustees of the Internal Improvement Fund of said State to James M. Kremer, on account of lands due to John A. Henderson, under his contract with the said Trustees of the Internal Improvement Fund for selecting lands to which the State of Florida was entitled under the act of Congress, September 28th, 1850, and obtaining patents therefor, and also a certain tract, or parcel of land, which at the time

of the making of said agreement had been patented to the State of Florida but which had previously been certified to said State by the Secretary of the Interior as enuring to said State for the benefit of the Pensacola & Georgia Railway Company, under act of Congress May 17th, 1856, entitled: An Act Granting Public Lands in Alternate Sections to the States of Florida and Alabama, to aid in the Construction of Certain Railroads.

And whereas, the said George W. Saxon wishes to avoid clouding the title of the said James M. Creamer and his associates, proceeding from the said Trustees as aforesaid, and the title of the Pensacola & Georgia Railroad Company, and its assigns, derived through the act of Congress, approved May 17th, 1856, as aforesaid, desires to release the said Trustees of the Internal Improvement Fund from their obligation to convey to him, his heirs and assigns, under the terms of the said contract between the said Trustees and the said Mathilde G. Kittel, the said tracts or parcels of land so conveyed by the said Trustees of the Internal Improvement Fund to the said James M. Kreamer, and which lands are hereinafter described and so enuring to the State of Florida for the benefit of the Pensacola & Georgia Railroad Company.

Now, therefore, the said parties of the first part, for and in consideration of the premises and of the sum of one dollar, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have remised and released, and do hereby remise and release and forever quit claim unto the said parties of the second part, and to their successors and assigns all the right, title, interest, claim, and demand of the said parties of the first part of, in and to the following described lands, being part and parcel of the lands which, by the terms of the said agreement between the said Trustees of the Internal Improvement Fund and the said Mathilde G. Kittel, were to be conveyed to the said George W. Saxon, his heirs and assigns, to-wit:

The east half of the east half of fractional section twenty-one, in township three, north of range six east, containing seventy-three acres and sixty-two one hundredths of an acre and lying and being in the county of Jefferson.

The south half of the southeast quarter and the east half of the southwest quarter of Section fourteen, the northeast quarter and the northeast quarter of the south-

east quarter of Section nineteen; the northwest quarter of the northeast quarter, the south half of the northeast quarter, the northwest quarter. The north half of the southeast quarter, the southeast quarter of the southeast quarter, the north half of the southeast quarter of the southeast quarter, the north half of twenty-two; the west half of the northwest quarter of section twenty-three; the north half of the northeast quarter of the southeast quarter, and the southwest quarter of the southwest quarter of Section twenty-one; the south half of the northeast quarter, the northwest quarter of the northwest quarter, the south half of the northwest quarter, the southeast quarter; the northwest quarter of the southwest quarter and the south half of the southwest quarter of Section twenty-two; the west half of the northeast quarter, the north half of the northwest quarter, the southwest quarter of the northwest quarter the southeast quarter: the west half of the southwest quarter, and the southeast quarter of the southwest quarter of Section twenty-three; the south half of the northeast quarter, the northwest quarter of the northwest quarter, the south half of the northwest quarter and the south half of Section twenty-four; in township five, south of range eleven east. The southwest quarter of the northeast quarter, the northwest quarter of the southeast quarter, and the northeast quarter of the southwest quarter of Section fifteen; the west half of the northeast quarter, and the southeast quarter of the northeast quarter of Section twenty-one; the northwest quarter of the northeast quarter and the northwest quarter of the northwest quarter of Section twenty-two; the west half of the northwest quarter of section twenty-three; the north half of the northeast quarter and the northwest quarter of the southwest quarter of Section twenty-five and the north half of the southwest quarter of Section twenty-six, in township six, south of range eleven east; the west half of the northeast quarter and the southeast quarter of the northeast quarter of section one, in township ten, south of range eleven east. Containing in the aggregate three thousand, four hundred and forty-three acres and sixty-one hundredths of an acre, lying and being in the county of Lafayette.

The northeast quarter of the southeast quarter of section twenty-three; the southwest quarter of the southeast quarter of section twenty-nine; and the north half of the

northwest quarter of section thirty-five, in township seven south of range fifteen east; the southeast quarter of the southeast quarter of section three; the south half of the northwest quarter of section thirteen; the northwest quarter of the northeast quarter and the north half of the northwest quarter of section twenty-one and the northwest quarter of the northwest quarter of section twenty-three, in township eight, south of range fifteen east; and the southeast quarter of the southeast quarter of section thirteen, in township nine, south of range fifteen east, Containing in the aggregate four hundred and seventy-nine acres and fourteen hundredths of an acre, lying and being in the county of Alachua.

To have and to hold all the right, title, interest, claim and demand of the said parties of the first part, of, in and to the said described lands, and every part and parcel thereof, unto the said parties of the second part, their successors and assigns forever.

In testimony whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence,

HELEN SAXON,
J. A. BAILL.

GEORGE W. SAXON, (Seal.)
SARAH B. SAXON. (Seal.)

State of Florida, County of Leon.

Be it remembered that on this, the 13th day of August, A. D. 1906, personally appeared before me, R. W. Trammell, a notary public for the State of Florida at large, George W. Saxon and Sarah B. Saxon, his wife, who are well known to me to be the parties described in and who executed the foregoing instrument of writing and severally acknowledged that they signed, sealed and delivered the said instrument as and for their own free act and deed and for the uses and purposes therein expressed.

And the said Sarah B. Saxon, on a private examination made by me separate and apart from her said husband, did acknowledge that she executed the said instrument freely and voluntarily and without compulsion, constraint, apprehension or fear, of or from her said husband.

In testimony whereof, I have hereunto set my hand

and affixed my notarial seal the day and year last above written.

R. W. TRAMMELL,

(Seal.)

Notary Public State of Florida.

My commission expires April 6, 1909.

This indenture made and entered into this 5th day of November, A. D. 1906, between John W. West and J. K. West, his wife, Solon W. Bowen and Martha M. Bowen, his wife, and William J. Kelly and Cora H. Kelly, his wife, parties of the first part, and Napoleon B. Broward, Governor; A. C. Croom, Comptroller, and W. V. Knott, Treasurer, and W. H. Ellis, Attorney General, and B. E. McLin, Commissioner of Agriculture, as Trustees of the Internal Improvement Fund of the State of Florida, parties of the second part, witnesseth:

Whereas, the said parties of the second part entered into an agreement with Mathilde G. Kittel, of the city, county and State of New York, bearing date of the 15th day of October, A. D. 1906, whereby they, the said parties of the second part, did covenant and agree with the said Mathilde G. Kittel, her heirs and assigns, to convey to the said John W. West, Solon W. Bowen and William J. Kelly, their heirs and assigns, certain lands in the said agreement particularly described; and whereas, among the lands which are covenanted and agreed to be conveyed by the said Trustees of the Internal Improvement Fund to the said John W. West, Solon W. Bowen and William J. Kelly, their heirs and assigns, are certain tracts and parcels of land which at the time of the making of said agreement had been patented to the State of Florida, but which had previously been certified to the State of Florida by the Secretary of the Interior as enuring to said State for the benefit of the Pensacola & Georgia Railroad Company, under the act of Congress approved May 17, 1856, entitled: "An act granting public lands in alternate sections to the States of Florida and Alabama to aid in the construction of certain railroads;"

And whereas, the said John W. West, Solon W. Bowen and William J. Kelly wish to avoid clouding the title derived through the act of Congress approved May 17, 1856, aforesaid and to that end desire to release the said Trustees of the Internal Improvement Fund from their obligation to convey to them, the said John W. West, Solon W. Bowen and William J. Kelly, their heirs and assigns

under the term of the said contract between the said Trustees of the Internal Improvement Fund and the said Mathilde G. Kittel, the said tracts or parcels of land so enuring to the State of Florida for the benefit of the Pensacola and Georgia Railroad Company, under the act of Congress approved May 17, 1856, aforesaid, and which lands are herein described.

Now, therefore, the said parties of the first part, for and in consideration of the premises and of the sum of one dollar to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, have remised and released, and do hereby remise and release and forever quit-claim unto the said parties of the second part and their successors and assigns, all the right, title, interest, claim and demand of the said parties of the first part, of in and to the following described lands, being part and parcel of the lands which, by the terms of the said agreement between the said Trustees of the Internal Improvement Fund, and the said Mathilde G. Kittel, were to be conveyed to the said John W. West, Solon W. Bowen and William J. Kelly, and their heirs and assigns, to-wit: The west half of the southeast quarter and the southeast quarter of the southeast quarter of section thirty-five, in township three, north of range seven east; the south half of section fifteen, the north half of section twenty-five, and the east half of section twenty-seven, in township one, south of range nine east, containing in all one thousand, eighty-one acres, and ten one-hundredths of an acre, and lying and being in the county of Madison, in the State of Florida.

To have and to hold all the right, title, interest, claim and demand of the said parties of the first part of, in and to the said described lands and every part and parcel thereto, unto the said parties of the second part, their successors and assigns forever.

In testimony whereof, the said parties of the first part have hereunto set their hands and seals the date and year first above written.

The said John W. West and

J. K. West, his wife.

Signed, sealed and delivered in
our presence.

A. V. PARRISH, JR.,

W. COLEY, R. P. L. C., GA.

JOHN W. WEST,

(Seal.)

J. K. WEST,

(Seal.)

The said Solon W. Bowen and
M. M. Bowen, his wife.
Signed, sealed and delivered in
our presence.

A. V. PARRISH, JR.,
W. COLEY, N. P. L. C. GA.

SOLON W. BOWEN, (Seal.)
MARTHA M. BOWEN, (Seal.)

The said Wm. J. Kelly and
Cora H. Kelly, his wife.
our presence.
J. H. BURROUGHS,
MARIANNA WESTON.

WM. J. KELLY, (Seal.)
CORA H. KELLY, (Seal.)

State of Georgia, County of Lowndes.

Before me, W. Coley, a notary public of the State of Georgia at large, personally came John W. West and J. K. West, his wife, to me well known to be the persons described in and who executed the foregoing instrument of writing and severally acknowledged that they signed, sealed and delivered said instrument for the uses and purposes mentioned, and afterwards, to-wit: On the same day and at the same place, personally appeared the said J. K. West, the wife of the said John W. West, who, on a private examination made by me separate and apart from her said husband, did acknowledge that she signed, sealed and delivered said instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of, or from her said husband, and for the purposes therein stated.

In witness whereof, I have hereunto set my hand and official seal this 5th day of November, A. D. 1906.

W. COLEY,

Notary Public State of Georgia. (Seal.)

My commission expires on 7th day of January, A. D. 1909.

State of Georgia, County of Lowndes.

Before me, the undersigned authority, a notary public of the above named county and State, personally appeared Solon W. Bowen and M. M. Bowen, his wife, to me well known to be the persons described in and who executed the foregoing instrument of writing and severally acknowledged that they signed, sealed and delivered

said instrument, for the purposes stated therein, and afterwards, to-wit: On the same day and at the same place, appeared said M. M. Bowen, the wife of Solon W. Bowen, who, on a private examination by me made separate and apart from her said husband, did acknowledge that she signed, sealed and delivered said instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband and for the purpose therein stated.

In witness whereof, I have hereunto set my hand and official seal this 5th day of November, A. D. 1906.

W. COLEY,

Notary Public of the above named
County and State. (Seal).

My commission expires on 7th day of January, A. D. 1909.

State of Florida, County of Duval.

Before me, the undersigned authority, a notary public of the above named county and State, personally appeared William J. Kelly and Cora H. Kelly, his wife, to me well known to be the persons described in and who executed the foregoing instrument of writing and severally acknowledged that they signed, sealed and delivered said instrument for the purposes stated therein, and afterwards, to-wit: On the same day and at the same place personally appeared the said Cora H. Kelly, wife of the said William J. Kelly, who, on a private examination, made by me, separate and apart from her said husband, did acknowledge that she signed, sealed and delivered said instrument freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband, and for the purposes stated therein.

In witness whereof, I have hereunto set my hand and official seal this 9th day of November, A. D. 1906.

(Seal)

MARIANNA WESTON,

Notary Public of the Above Named State at Large.,

My commission expires on 24th day of February, A. D. 1908.

B. E. McLin, Commissioner of Agriculture, advised the Trustees that it was necessary to fill a vacancy in the Land Department on account of a clerk resigning, and that it was necessary to have an experienced land clerk. For this purpose he had induced Mr. J. T. Costa to resume

work in the department on November 1st, 1906, at a salary of one hundred and twenty-five dollars per month, which was approved by the Trustees.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., December 8th, 1906.

The Trustees of the Internal Improvement Fund met in the Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. Geo. P. Raney, division counsel for Florida of the Seaboard Air Line Railway, a body corporate under the laws of the State of Virginia and other States, now owning and operating as a part of its system the railroad extending from Lake City, Florida, to Jacksonville, Florida, which piece of railroad was constructed by the Florida, Atlantic and Gulf Central Railroad Company, heretofore a corporation under the laws of the State of Florida, under the provisions of the act of the Legislature of the State of Florida, approved January 6, 1855, and commonly known as the Internal Improvement Act, being Chapter 610 of the laws of the State of Florida, appeared and presented to the said Trustees upon behalf of said Seaboard Air Line Railway twenty-three bonds of said Florida, Atlantic and Gulf Central Railroad Company, numbered as follows: 85, 86, 87, 88, 89, 91, 92, 115, 116, 139, 140, 141, 142, 143, 221, 232, 233, 235, 328, 329, 330, 434, 435, each of said bonds being of the denomination of one thousand dollars (\$1,000.00) principal, and maturing September 1st, 1892, and bearing interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of March and September of each year, and endorsed by the Trustees of the Internal Improvement Fund of the State of Florida, that such bonds had been issued under said

Internal Improvement Act, and that such fund was pledged for the payment of the interest on such bonds; the Trustees endorsing each of said bonds except bonds numbered 434 and 435, being M. S. Perry, Governor; T. W. Brevard, Comptroller; C. H. Austin, Treasurer; M. D. Papy, Attorney General, and David S. Walker, Register of the Public Lands, and the same Trustees, except said David S. Walker, endorsing said bonds numbered 434 and 435, and said bonds numbered 434 and 435 being endorsed by Hugh A. Corley, as Register of the Public Lands, instead of by David S. Walker and by the others of the above named members, except said David S. Walker, and each of said bonds being signed by J. P. Sanderson, as president, and by Geo. L. Bryant, as secretary of said Florida, Atlantic and Gulf Central Railroad Company, except bonds 328, 329, 330, 434 and 435, which are signed by Geo. R. Foster, instead of by Geo. L. Bryant, as secretary.

Mr. Raney represented that such bonds were the bonds upon which the suit lately pending in the Circuit Court of the Fourth Judicial Circuit of Florida, for Duval County, in equity, wherein the present Trustees of the Internal Improvement Fund were complainants, and the Florida Central and Peninsula Railroad Company, a former owner of said piece of railroad and one of the constituent companies consolidated into the Seaboard Air Line Railway, was defendant, was instituted, the purpose of such suit being to collect the sinking fund, subject to the payment of which said piece of railroad was sold by the Trustees of the Internal Improvement Fund of Florida, in the year 1868, under said act of the Legislature of the State of Florida; and further represented that the Seaboard Air Line Railway had taken up such bonds and desired to surrender the same to the Trustees of the Internal Improvement Fund for cancellation, under the provisions of said Internal Improvement Act. Mr. Raney, as such attorney, and on behalf of said Seaboard Air Line Railway, notified the Trustees that in case the one bond of said Florida, Atlantic and Gulf Central Railroad Company as to which a retention of the sum of \$319.17 was made by the Trustees of the Internal Improvement Fund, as shown by the minutes of the proceedings of the Trustees of the Internal Improvement Fund of July 16, 1895 (which sum of \$319.17 is credited upon the face of each of said twenty-three bonds as a payment made thereon pursuant to the

resolutions of the Trustees of the Internal Improvement Fund passed July 2nd, and July 13th, 1895), should be found not to be outstanding, the Seaboard Air Line Railway or its successors would claim that said sum of \$319.17 so retained, with the accumulations thereof, should be paid to the said Seaboard Air Line Railway, or its successors, and he stated that it was the opinion of himself and others that no such or other bond issued by the said Florida, Atlantic and Gulf Central Railroad Company, under the provisions of the Internal Improvement Act, was outstanding. And thereupon, upon motion duly made and seconded, the following resolution was unanimously adopted.

Resolved, That the Trustees of the Internal Improvement Fund of Florida do receive the above described twenty-three bonds issued by the Florida, Atlantic and Gulf Central Railroad Company, and receipt to the said Seaboard Air Line Railway for such bonds."

And thereupon, such bonds were delivered by Mr. Raney, in open meeting, to the Trustees of the Internal Improvement Fund of Florida, and a receipt in duplicate to said Seaboard Air Line Railway for such bonds was executed by said Trustees and delivered to said Raney as attorney for said Seaboard Air Line Railway.

And thereupon, upon motion duly made and seconded, the following resolution was unanimously adopted:

"Resolved, That it is the judgment of the Trustees of the Internal Improvement Fund of Florida that such bonds should be canceled under the provisions of the Internal Improvement Act, and they are hereby declared to be so canceled, and the secretary is hereby directed to cancel, in our presence, and in the presence of said George P. Raney, each of said bonds, by cutting into each of them in at least five places, with a proper instrument, the word "paid," and by endorsing on each of said bonds that the same has been canceled this day, pursuant to this resolution and signing such indorsement; and the secretary is hereby directed to file and keep said bonds so canceled in the archives of said Trustees."

And thereupon, each of said bonds was so canceled in the presence of said Trustees and of the said Geo. P. Raney.

And thereupon, upon motion duly made and seconded, it was resolved that the secretary do deliver to said Geo.

P. Raney, for said Seaboard Air Line Railway, duplicate copies of these proceedings, duly certified under the official seal of the Trustees.

The following receipt, given in pursuance of the foregoing action of the Trustees was ordered spread upon the minutes:

"Tallahassee, Fla., December 8th, 1906.

Received of the Seaboard Air Line Railway, a body corporate under the laws of Virginia and other States, now owning and operating as a part of its system, the railroad extending from Lake City, Florida, to Jacksonville, Florida, such piece of railroad having been constructed by the Florida, Atlantic and Gulf Central Railroad Company, heretofore a corporation under the laws of the State of Florida, under the provisions of the act of the Legislature of the State of Florida, commonly known as the Internal Improvement Act, being Chapter 610 of the laws of the State of Florida, twenty-three (23) bonds of said Florida, Atlantic and Gulf Central Railroad Company, numbered 85, 86, 87, 88, 89, 91, 92, 115, 116, 139, 140, 141, 142, 143, 221, 232, 233, 235, 328, 329, 330, 434 and 435, each of said bonds being of the denomination of one thousand dollars (\$1,000.00) principal, and maturing September 1st, 1892, and bearing interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of March and September of each year, and endorsed by the Trustees of the Internal Improvement Fund of the State of Florida that such bonds had been issued under said Internal Improvement Act, and that such fund was pledged for the payment of the interest on such bonds, the Trustees endorsing each of said bonds, except bonds numbered 434 and 435, being M. S. Perry, Governor; T. W. Brevard, Comptroller; C. H. Austin, Treasurer; M. D. Papy, Attorney General, and David S. Walker, Register of the Public Lands, and the same Trustees, except said David S. Walker, endorsing said bonds numbered 434 and 435, and said bonds numbered 434 and 435 being endorsed by Hugh A. Corley, as Register of the Public Lands, instead of David S. Walker, and by the other of the above named Trustees, except said David S. Walker, and each of said bonds being signed by J. P. Sanderson, as president, and by Geo. L. Bryant, as secretary of said Florida, Atlantic and Gulf Central Railroad Company, except bonds 328, 329, 330, 434 and 435, which are signed by Geo. R. Foster. instead

of by Geo. L. Bryant, as secretary; the said bonds being the same bonds presented this day by said Seaboard Air Line Railway, through Geo. P. Raney, its division counsel for the State of Florida, to the present Trustees of the Internal Improvement Fund of Florida, in open meeting, as shown by the minutes of the proceedings of said meeting held this day.

In testimony whereof, we have hereunto set our hands and the seal of the Trustees of the Internal Improvement Fund of Florida, this, the eighth day of December, A. D. 1906. Executed in duplicate.

N. B. BROWARD,
Governor of Florida.

A. C. CROOM,
Comptroller of Florida.

W. V. KNOTT,
Treasurer of Florida.

W. H. ELLIS,
Attorney General of Florida.

B. E. McLIN,
Commissioner of Agriculture of Florida.

Trustees of the Internal Improvement Fund of Florida.

Attest:

W. M. McINTOSH, JR.,

Secretary Trustees Internal Improvement Fund of Florida.

The following bond having been approved by the Trustees, was ordered spread upon the minutes:

"Know all men by these present, that we, I. J. McCall, of the County of Hamilton and State of Florida, and A. B. Small, of the County of Columbia and State of Florida, as principals, and B. F. McCall, H. M. Tuten, A. M. McLaughlin and F. Adams, as sureties, are each held and firmly bound unto Napoleon B. Broward, Governor of the State of Florida, and his successors in office, for the use of the Trustees of the Internal Improvement Fund of the State of Florida, in the sum of five thousand dollars, lawful money of the United States of America, for the payment whereof, well and truly to be made, we do bind ourselves, our and each of our heirs, executors and administrators, jointly and severally, firmly, by these presents:

Sealed with our seals and dated this sixth day of December, A. D. 1906.

The condition of the above obligation is such that where-

as, the above bounden I. J. McCall and A. B. Small were, by virtue of an agreement made and entered into on the 22nd day of November, A. D. 1906, by and between the Trustees of the Internal Improvement Fund of the State of Florida, as parties of the first part, and the said I. J. McCall and the said A. B. Small, as parties of the second part, constituted agents of the said Trustees, with power and authority to investigate any and all trespasses upon lands belonging to or under the control of the said Trustees in the State of Florida, east of the Chattahoochee River, and make collection of any and all damages due to the said Trustees on account of such trespasses upon the stipulation that the said McCall and the said Small, as said agents, shall pay over to the said Trustees fifty per cent. of the gross collections so made;

And whereas, it was by said agreement stipulated that the said McCall and the said Small shall pay all costs incident to any and all collections made in pursuance of said agreement, including attorneys' fees, court costs and any and all other costs of whatsoever nature incident to the making of such collections, the said McCall and the said Small undertaking in said agreement to indemnify the said Trustees from any and all loss or damage in connection with the making of such collections.

And whereas, it was also stipulated in said agreement that the said McCall and the said Small shall make monthly reports to the said Trustees as specified in said agreement, showing all collections so made during the next preceding month and showing all suits at law instituted by said agents during said next preceding month with the terms of said agreement, and shall pay over to said Trustees fifty per cent. of the gross collections so made during said next preceding month, as provided in said agreement;

And whereas, it is expressly agreed, stipulated and understood that upon any failure of whatever nature on the part of the parties of the second part to carry out and strictly observe any of the terms of the agreement aforesaid, then the full amount of this bond in the sum of five thousand dollars shall at once be due and payable to the said parties of the first part, and the said parties of the first part shall be fully indemnified from said amount for all loss or damage sustained by them or by any person, firm or corporation, by reason of any action had or taken,

or of any act of or on the part of the parties of the second part under said agreement, or for any failure on the part of the parties of the second part to do or perform any act or thing necessary or incident to the full and complete performance in good faith, on their part, of the terms of the agreement entered into as aforesaid, including attorneys' fees, court costs, and all other costs or damages of whatsoever nature incurred in making collection upon this bond.

Now, if the said I. J. McCall, and the said A. B. Small shall faithfully and diligently perform and discharge each and every of the undertakings required of them by said agreement, then this obligation to be void, else to be and remain in full force and effect.

	I. J. McCALL,	(Seal.)
Signed, sealed and deliv-	A. B. SMALL,	(Seal.)
ered in the presence of us	B. F. McCALL,	(Seal.)
W. deG. Stewart,	H. M. TUTEN,	(Seal.)
L. E. McCall.	A. M. McLAUGHLIN,	(Seal.)
	F. ADAMS,	(Seal.)

State of Florida, County of Hamilton.

Personally came before the undersigned, the several persons who signed the foregoing bond, who, each being duly sworn eparately and each for himself, deposes and says that he resides in the County of Hamilton, and has sufficient visible property therein unencumbered and not exempt from sale under legal process, to make good the sum of money for which he has become surety in the foregoing bond.

B. F. McCALL,	(Seal.)
H. M. TUTEN,	(Seal.)
A. M. McLAUGHLIN,	(Seal.)
F. ADAMS,	(Seal.)

Subscribed and sworn to before me this sixth day of December, A. D. 1906.

W. deG. STEWART,

Notary Public State of Florida at Large.

My commission expires April 9, 1908.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,	N. B. BROWARD,
Secretary.	Governor.

Tallahassee, Fla., December 12, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture reported the following sales, in compliance with order of the Trustees of the Internal Improvement Fund, directing him to sell scattered tracts of swamp and overflowed lands, when not less than \$2.00 per acre is offered, viz:

To Frank H. Davis:

To Frank H. Davis:	S	T	R	Acres
S $\frac{1}{2}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$	1	20	28	120.55
NW $\frac{1}{4}$ of NE $\frac{1}{4}$	3	20	28	40.27
E $\frac{1}{2}$ of NE $\frac{1}{4}$, SW $\frac{1}{4}$ of NW $\frac{1}{4}$, SW $\frac{1}{4}$ of SE $\frac{1}{4}$, NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and S $\frac{1}{2}$ of SW $\frac{1}{4}$	11	20	28	280.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NW $\frac{1}{4}$	13	20	28	119.95
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	23	20	28	40.09
NE $\frac{1}{4}$, W $\frac{1}{2}$ of NW $\frac{1}{4}$, NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$...	25	20	28	320.91
				<hr/> 921.77

Containing 921.77 acres at \$2.00 per acre.

To T. J. Knowles: NE $\frac{1}{4}$ of Sec. 18, Tp. 2 N., R. 17 E., containing 159.64 acres at \$2.00 per acre.

To C. C. Voyle, NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 5, Tp. 11 S., R. 17 E., containing 40.07 acres at \$2.00 per acre.

To T. L. Wilson:

SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Tp. 30 S., R. 29 E., NW $\frac{1}{4}$ of NE $\frac{1}{4}$, NW $\frac{1}{4}$ of SE $\frac{1}{4}$, S $\frac{1}{2}$ of SE $\frac{1}{4}$ and SW $\frac{1}{4}$	34	30	30
N $\frac{1}{2}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$	3	31	30
S $\frac{1}{2}$ of NW $\frac{1}{4}$, E $\frac{1}{2}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$	9	31	30
N $\frac{1}{2}$ of SE $\frac{1}{4}$ and N $\frac{1}{2}$ of SW $\frac{1}{4}$	15	31	30
N $\frac{1}{2}$	21	31	30

Containing 1,429.73 acres at \$2.00 per acre.

To James S. Gardner:

W $\frac{1}{2}$ of SE $\frac{1}{4}$, Sec. 7; lots 3, 4, 5 and 6 Sec. 27; W $\frac{1}{2}$ of

NW $\frac{1}{4}$ Sec. 31, and lots 1 and 2 Sec. 33, Tp. 2 S., R. 16 W., NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 23; N $\frac{1}{2}$, NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and N $\frac{1}{2}$ of SW $\frac{1}{4}$, Sec. 24, and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 25, Tp. 3 S., R. 16 W., containing 1,206.48 acres at \$2.00 per acre.

To Cummer Lumber Co.:

NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 21. All fractional section 36, Tp. 5 Sr., R. 28 E.; lot 4, Sec. 10, Tp. 7 S., R. 28 E., and lot 1, Sec. 6, Tp. 6 S., R. 19 E., containing 106.17 acres at \$2.00 per acre.

To J. A. Maultsby:

Lot 2, Sec. 30, Tp. 9 S., R. 22 E., containing 48.80 acres at \$2.00 per acre.

To Martha L. Lyre:

N $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 32, Tp. 4 S., R. 18 E., containing 80.34 acres at \$2.00 per acre.

The Commissioner of Agriculture was also directed to sell the E $\frac{1}{2}$ of NE $\frac{1}{4}$, NE $\frac{1}{4}$ of SE $\frac{1}{4}$, NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 13, Tp. 19 S., R. 25 E., containing 200.00 acres at \$1.00 per acre to W. G. Long, who produced evidence to Trustees from reliable parties that said lands had no timber of value on them, and were not worth more than \$1.00 per acre.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., December 13, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture reported the sale of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 35, Tp. 18 S., R. 28 E., containing 40.00 acres at \$1.00 per acre, to W. G. Long, who produced evidence that same was swamp and scrub, and has

no timber of value on same. As ordered by the Trustees on the 13th of December, 1906.

Upon evidence produced by Jos. B. Long that 320 acres are in swamp and lakes, and is worthless on that account, and 1,680 acres has been sold for the taxes and has other claimants who hold tax deeds, and the lands are scattered over Putnam County, and embrace all the swamp and overflowed lands now owned by the State in said county, and most all of them have been trespassed upon, and are not worth more than one dollars per acre, the Trustees on the 13th day of December directed the Commissioner of Agriculture to sell the following lands, embracing 2,828.62 acres, to Mr. M. Neff at \$1.00 per acre, who offered said amount for them through Mr. Long, his agent, viz:

	Sec.	T.	R.	Acres.
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	22	8 S	24 E	38.87
NE $\frac{1}{4}$ of NW $\frac{1}{4}$	21	8 S	24 E	39.42
N $\frac{1}{2}$ of NE $\frac{1}{4}$, SW $\frac{1}{4}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$, SW $\frac{1}{4}$ of SE $\frac{1}{4}$	17	8	25	239.98
N $\frac{1}{2}$ of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$	19	8	25	163.22
E $\frac{1}{2}$	20	8	25	320.04
W $\frac{1}{2}$ of NE $\frac{1}{4}$ and S $\frac{1}{2}$ of SW $\frac{1}{4}$	21	8	25	160.26
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ and E $\frac{1}{2}$ of NW $\frac{1}{4}$	34	8	25	120.63
NW $\frac{1}{4}$ of NE $\frac{1}{4}$, E $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$, E $\frac{1}{2}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of NW $\frac{1}{4}$..	35	8	25	160.64
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of NW $\frac{1}{4}$	1	9	25	79.35
W $\frac{1}{2}$ of SW $\frac{1}{4}$	3	9	25	79.19
NW $\frac{1}{4}$ of NE $\frac{1}{4}$	3	9	25	39.59
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	10	9	25	39.84
W $\frac{1}{2}$ of NW $\frac{1}{4}$	13	9	25	79.85
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ and SE $\frac{1}{4}$ of NW $\frac{1}{4}$	30	9	25	79.57
S $\frac{1}{2}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$	29	8	26	120.25
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ S $\frac{1}{2}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NW $\frac{1}{4}$	33	8	26	160.59

	Sec.	T.	R.	Acres.
Lot 8.	24	9	26	28.00
W $\frac{1}{2}$ of SW $\frac{1}{4}$	28	9	26	79.51
Fractional	4	12	26	10.90
E $\frac{1}{2}$ of NW $\frac{1}{4}$ and E $\frac{1}{2}$ of SW $\frac{1}{4}$	19	8	27	160.00
W $\frac{1}{2}$ of SE $\frac{1}{4}$	6	9	27	79.61
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	8	9	27	39.95
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	13	9	27	40.00
N $\frac{1}{2}$ of SW $\frac{1}{4}$	4	10	27	80.89
E $\frac{1}{2}$ of SE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NW $\frac{1}{4}$	5	10	27	121.08
Lots 2 and 4.....	24	10	27	67.35
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$	20	12	27	80.35
N $\frac{1}{2}$ of NE $\frac{1}{4}$	23	13	27	79.69
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	30	12	28	40.00

Total2,828.62

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., December 19, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

B. E. McLin, Commissioner of Agriculture.

The following reports were presented by Hon. W. S. Jennings, general counsel, and ordered spread upon 1 minutes:

ANNUAL REPORT OF GENERAL COUNSEL.

Trustees of the Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:

I have the honor to submit the following memoranda report of services rendered as general counsel under resolution adopted by the Trustees of the Internal Improve-

ment Fund, under date of January 13, 1905, authorizing me to take charge of all litigation or suits then pending against the Trustees, or instituted in behalf of the Trustees, and all suits in which the Trustees or the Internal Improvement Fund were interested, concerning their duties and powers, under the act of the Legislature of 1855, Chapter 610, and the status of all cases against the Trustees and those instituted by them.

SUITS.

1. Louisville & Nashville R. R. Co., vs. Trustees—1,117,000.

Suit of Louisville & Nashville R. R. Co., vs. Trustees, pending in the United States Circuit Court for the Northern District of Florida in Chancery, praying, among other things, for a decree directing the Trustees to execute deeds to one million, one hundred and seventeen thousand acres, and for the payment to the said railroad company of the two hundred and twenty three thousand dollars in the hands of the Trustees, proceeds of sales of lands in Taylor County to Wade; and,

The Atlantic Lumber Company, as Intervenor, defendants, claiming the lands deeded by the Trustees to Wade, or the proceeds thereof; and,

The petition of John A. Henderson, Intervenor, defendant as a bond holder securing the payment of certain bonds of the Florida Railroad Company out of the landed fund of the Trustees, amounting to \$78,000, and thirty years' interest.

This suit is now awaiting the pleasure of the complainant to conclude the taking of testimony begun in December, 1904.

Blount & Blount, Solicitors for Complainant.

Reeves & Reeves & McGarry, Solicitor for the Atlantic Lumber Company.

T. L. Clarke, Solicitor for John A. Henderson.

2. East Coast Railway Co. vs. Trustees—2,040,000.

Suit of the East Coast Railway Co., vs. Trustees, pending in the Circuit Court of the Second District of Florida in and for Leon County, in Chancery, claiming lands under legislative land grant, approved June, 1893, praying for a decree, directing the Trustees to deed to the rail-

road company two million, forty thousand acres of land under said grant.

This suit is awaiting the motion of complainant, to hear demurrer of defendant.

Fred T. Myers and W. A. Blount, Solicitors for Complainant.

3. Kittel vs. Trustees—87,000.

Suit of Mathilde G. Kittel, executrix, etc., instituted in and for the Northern District of Florida, in the U. S. Court, in chancery, claiming lands based upon the legislative land grant, approved February 7, 1883, to the Thomasville, Augusta and Tallahassee Railroad Company, by virtue of a deed under foreclosure of mortgage proceedings, a certificate of the Trustees of the Internal Improvement Fund, etc., praying, among other things, for a decree directing the Trustees to execute a deed to Mrs. Kittel for eighty-seven thousand acres of land, or thereabouts.

This suit is awaiting motion of complainant on plea of defendants.

Fred T. Myers and John A. Straley, Solicitors for Complainant.

4. Trustees vs. Kittel—37,500 acres.

Suit pending in the Circuit Court of the Second Judicial Circuit of Florida, in and for Calhoun County, instituted by the Trustees against Mrs. Kittel, executrix, etc., in chancery, to remove cloud from title to cancel defendant's claim under railroad grant, foreclosure of mortgage deed, certificate of the Trustees, etc., to thirty-seven thousand, five hundred acres, which suit was removed on motion of the defendant, to the United States Circuit Court in and for the Northern District of Florida.

This suit is awaiting decision under stipulation of counsel.

Fred T. Myers and John A. Straley, Solicitors for Defendant.

5. Malone, Grantee of Trustees, vs. Yeoman—360 acres.

Suit of J. W. Malone vs. Yeoman, pending in the Circuit Court of the Sixth Judicial Circuit in and for DeSoto County. Plaintiff claiming title under deed from the Trustees, defendant claiming title under railroad grant approved February 7, 1879, which suit involved directly the

title to 360 acres of land and directly affecting the title to 25,000 acres of lands embraced in the deed of the Trustees to Malone and a companion deed from the Trustees to Wailes, executed on same date. Upon which is situated much highly improved orange groves and other property. At the trial on the 14th and 15th of March, at Arcadia, objections were prepared and filed on behalf of the plaintiff to the introduction of the railroad land grant as evidence which was sustained by the court, and a verdict was directed by the judge on behalf of the plaintiff. Notice was given of appeal to the Supreme Court. The court holding that the land grant was inoperative.

Wilson & Wilson and John P. Wall, Solicitors for Defendant.

6. United States vs.

Suit pending in the United States District Court for the Southern District of Florida, to require F. A. Hendry and other to remove the Hickpochee Canal. This suit is before master in chancery under order of reference to take testimony. United States District Attorney representing the Government.

7. L. & N. Railroad Company vs. Trustees—1,117,000.

Suit instituted against the Trustees by the L. & N. R. Co. in the Circuit Court of the United States for the Northern District of Florida, praying for an adjustment of land claims amounting to one million, one hundred and seventeen thousand acres land.

Blount & Blount, Solicitors for Complainant.

8. East Coast Canal Company vs. Trustees—700,000 acres.

Suit instituted by the East Coast Canal and Transportation Company vs. the Trustees in the Circuit Court of the Second Judicial District of Florida, praying, among other things, that the Trustees be decreed to recognize the legislative land grant to said Company, and for an injunction enjoining the Trustees from selling the lands reserved and claimed under legislative land grant, aggregating about 700,000 acres, standing on demurrer interposed by defendants.

Cooper & Cooper, Solicitors for Complainant.

The various pleadings filed in the above entitled suits will be more particularly indicated in the Index of the Manuscript files annexed hereto, marked Exhibit "A," and made a part hereof. To which your special attention is invited.

OPINIONS.

During the year 1905, I have prepared and furnished, in response to inquiries and resolutions of the Trustees, the following opinions:

1. Relating to the powers and duties of the Trustees over questions of toll, presented by the East Coast Canal Company.

2. Touching the powers and duties of the Trustees relating to the drainage and reclamation of the swamp and overflowed lands.

3. An opinion on the powers and duties of the Trustees in reference to paying account of the railroad refunding bonds under the provisions of Chapter 3474, Laws of Florida, touching its validity, effectiveness, operation, plan of distribution, the various counties, rights of Trustees to sell lands of the Internal Improvement Fund property or swamp and overflowed lands, and the constitutionality of said law.

4. An opinion relating to the constitutionality of the proposed act embraced in a bill pending in the Legislature, creating a board of commissioners, prescribing their powers and duties, authorizing the levy of an acreage tax, etc.

5. An opinion relating to the extension act of the East Coast Canal and Transportation Company.

7. An opinion relating to the powers and duties of the Trustees over moneys collected for stumpage on land claimed by Mrs. Kittel, in Calhoun County.

8. An opinion on the claim presented on behalf of the United Land Company for 347,753.03 acres, involving construction of contracts between the Trustees, Disston and others.

9. An opinion relating to the ownership of the railroad land grant claims of the L. & N.; Florida Southern, S. S. O. & G.; J. T. & K. W.; South Florida; Florida East Coast; P. & I.; Blue Springs, A. & G.; United Land Com-

pany; St. Cloud and S. Belt; G. & G.; Atlantic, Suwannee River & Gulf; Tallahassee Southeastern; C. T. & G.; Fla. Coast Line; C. & T. Co., aggregating 6,661,380.43 acres.

BRIEFS.

During the year 1905, in addition to the opinions prepared and furnished the Trustees, I have prepared for their use, and filed in the courts briefs in the following instances:

1. The motion to strike amended bill of complainants in the East Coast Railway case.
2. On demurrer in Kittel case.
3. On objections to introduction of legislative railroad grant as evidence in the Malone case.
4. On demurrer the East Coast Canal Company suit.
5. In the matter of extension act of the East Coast Canal and Transportation Co.
6. On demurrer in the East Coast Railway suit.
7. On demurrer in the L. & N. Railroad Company second suit.
8. In the case of Neill G. Wade, appellant, vs. Atlantic Lumber Co., in State Supreme Court.

Conference With Trustees.

During the year 1905, I have attended all the conferences and meetings of the Trustees, when requested so to do, and attended the various courts wherein suits referred to are pending at all hearings in arguments where set for hearings under the pleadings in said causes. All of which matters have been fully reported to you in detail from time to time.

Respectfully submitted,
W. S. JENNINGS, General Counsel.

SUMMARY.

Status suits against Trustees—Rule Day, December, 1906.

1. L. & N. R. R. Co., U. S. Court, 1902—Complainants' testimony not completed.
2. Kittel, U. S. Court, 1903—On exceptions of defendant to complainant; answer.
3. Trustees vs. Kittel, U. S. Court, 1903—On stipulation of counsel.
4. East Coast R. R. Co., State Court, 1903—On demurrer of defendant.

5. Wade case, State Court, 1904—Decided in favor of Wade; rehearing denied; final decree granted.
6. L. & N. R. R. (2 suits) U. S. Court, 1904—Before Court on exception.
7. Wisner Land Co., U. S. Court, 1906—On demurrer of defendants.
8. East Coast Canal Co—On demurrer of defendants.
9. U. S. Government vs. Heitman—Before Court on master's report.

INJUNCTIONS.

1. In the first Louisville and Nashville case an injunction was granted against defendant, Wade, as purchaser, against Trustees, enjoining them from disposing of moneys derived from the sale of 108,000 acres of land. Injunction granted dissolved as to Wade. In force against the Trustees.

2. In the case of the East Coast Canal Company, an injunction was granted against the Trustees enjoining them from selling lands within the reservation claimed by the Canal Company. The injunction remains in force.

Summary of lands claimed by various complainants in suits against Trustees in pending suits.

1. Louisville & Nashville Railroad Co.....	1,117,000 acres
2. East Coast Railroad Company.	2,040,000 acres
3. Kittel	87,000 acres
4. Trustees vs. Kittel	37,000 acres
5. Louisville & Nashville R. R. Co., second suit.	1,117,000 acres
6. East Coast Canal Company	700,000 acres
7. Wisner Land Company.	929,520 acres
Total.	6,027,520 acres

December, 1906.

ANNUAL REPORT OF GENERAL COUNSEL.

Trustees of the Internal Improvement Fund,
Tallahassee, Florida.

Gentlemen:

I have the honor to submit the following memoranda re-

port of services rendered as counsel under resolution adopted by the Trustees of the Internal Improvement Fund, under date of Jan. 17, 1906, as follows:

"Resolved, That Hon. W. S. Jennings be employed by the Trustees as counsel for the year 1906, at a salary of (\$5,000), five thousand dollars, and that for the present no other counsel be employed; that Governor Jennings shall undertake to represent the Trustees in all litigation which is now pending, or which may arise during the year, and to advise the Trustees upon any matter in which they may ask his legal opinion;

Resolved further, That the Attorney General shall be associated with the counsel for the Trustees in all litigation in behalf of or against the Trustees, this action of the Trustees in requesting the Attorney General to assist the counsel for the Trustees being taken upon the announcement by the Attorney General of his willingness to render such assistance."

In this behalf, I desire to acknowledge able and efficient assistance rendered in the matters herein referred to by Hon. W. H. Ellis, Attorney General.

SUITS.

I. Louisville and Nashville R. R. Co. vs. Trustees—1,117,000.

Suit of the L. & N. R. R. Co vs. Trustees, pending in the United States Circuit Court for the Northern District of Florida, in chancery, praying, among other things, for a decree directing the Trustees to execute deeds to one million, one hundred and seventeen thousand acres, and for the payment to the said railroad company of the two hundred and twenty-three thousand dollars in the hands of the Trustees, proceeds of sales of lands in Taylor County to Wade; and,

The Atlantic Lumber Company as intervenors, defendants, claiming the lands deeded by the Trustees to Wade, or the proceeds thereof; and,

The petition of John A. Henderson, intervenor, defendant, as a bondholder, securing the payment of certain bonds of the Florida Railroad Company out of the landed fund of the Trustees, amounting to \$78,000 and thirty years, interest. This suit is now awaiting the pleasure of

the complainant to conclude the taking of testimony begun in December, 1904.

Blount & Blount, Solicitors for Complainant.

Reeves & Reeves and McGarry, Solicitors for Atlantic Lumber Company.

T. L. Clarke, Solicitor for John A. Henderson.

2. East Coast Railway Co. vs. Trustees—2,040,000.

Suit of the East Coast Railway Company vs. Trustees, pending in the Circuit Court of the Second District of Florida in and for Leon County, in chancery, claiming lands under legislative land grant, approved June, 1893, praying for a decree, directing the Trustees to deed to the railroad company two million, forty thousand acres of land under said grant. This suit is awaiting the motion of complainant to hear demurrer of defendants.

Fred T. Myers and W. A. Blount, Solicitors for Complainant.

3. Kittel vs. Trustees—87,000 acres.

Suit of Mathilde G. Kittel, executrix, etc., instituted in and for the Northern District of Florida, in the U. S. Court, in Chancery, claiming lands based upon the Legislative grant, approved February 7, 1883, to the Thomasville, Augusta and Tallahassee Railroad Company, by virtue of a deed under foreclosure of mortgage proceedings, a certificate of the Trustees of the Internal Improvement Fund, etc., praying, among other things for a decree directing the Trustees to execute a deed to Mrs. Kittel for eighty-seven thousand acres of land or thereabouts.

This suit is awaiting motion of complainants on exceptions to defendant's answer.

Fred T. Myers and John A. Straley, Solicitors for Complainant.

4. Trustees vs. Kittel.

Suit pending in the Circuit Court of the Second Judicial Circuit of Florida in and for Calhoun County, instituted by the Trustees against Mrs. Kittel, executrix, etc., in Chancery, to remove cloud from title to cancel defendant's claim under railroad grant, foreclosure of mortgage deed, certificate of the Trustees, etc., to thirty-seven thousand five hundred acres; which suit was removed on motion of the defendant to the United States Circuit Court, in and for the Northern District of Florida.

This suit is awaiting decision under stipulation of Counsel.

Fred T. Myers and John A. Straley, Solicitors for Defendant.

5. Malone, Grantee of Trustees vs. Yoeman. 360 acres.

Suit of J. W. Malone vs. Yoeman, pending in the Circuit Court of the Sixth Judicial Circuit in and for DeSoto County, plaintiff, claiming title under deed from the Trustees, defendant claiming title under railroad grant, approved February 7, 1879, which suit involved directly the title to 360 acres of land, and directly affecting the title to 25,000 acres of land embraced in the deed of the Trustees to Malone, and a companion deed from the Trustees to Wailes executed on same date, upon which is situated much highly improved orange groves and other property. At the trial on the 14th and 15th of March, at Arcadia, objections were prepared and filed on behalf of the plaintiff to the introduction of the railroad land grant as evidence, which was sustained by the Court, and a verdict was directed by the Judge on behalf of the plaintiff. Notice was given of appeal to Supreme Court, the court holding that the land grant was inoperative.

Wilson & Wilson and John P. Wall, Solicitors for Defendant.

6. United States vs. Heitman, et al.

Suit pending in the United States District Court for the Southern District of Florida, to require F. A. Hendry and others to remove the Hickpochee canal.

This suit reported by Master in Chancery under the order of deference to take testimony to the court and awaits hearing on Master's report.

United States District Attorney representing the Government.

7. L. & N. Railroad Company vs. Trustees. 1,117,000.

Suit instituted against the Trustees by the L. & N. R. Co., in the Circuit Court of the United States for the Northern District of Florida, praying for an adjustment of land claim amounting to one million, one hundred and seventeen thousand acres of land. Complainant's counsel procured order of reference of defendants' second plea to examiner, requiring proof to sustain it, which was submitted to the examiner and argued, the contention of defendants being that the two suits were substantially the same. Special Master reported adversely on the plea of former suit filed by defendants. To which report I prepared and filed exceptions, contending that the master

had erred in his findings, which was to the effect that the first suit referred to was limited to 108,000 acres of land described in Exhibit "A," attached to said bill. Whereas, he should have found from an examination of the papers in the former suit, which were exhibited to him for his consideration, that the allegations and prayer of the bill were sufficient to found a decree upon—determining all the claims of the complainant for lands amounting to a million, one hundred and seventeen thousand acres.

The exceptions were set down for hearing before Judge Swain at Pensacola, and I prepared and submitted a brief on the subject to go with a comparative memoranda of the two bills.

BLOUNT & BLOUNT,
Solicitors for Complainant.

I procured an abstract covering enquiries relating to legal status ownership of the title to railroad land grants acres per mile in aid of the construction of a railroad company claims:

Jacksonville, Florida, 1906.

The Trustees of the Internal Improvement Fund,
W. S. Jennings, General Counsel.

	Acres Claimed.
1. Florida Southern	301,990.28
2. S. S. O. & G.....	157,354.55
3. J. T. & K. W.....	19,696.62
4. South Florida	93,175.29
5. P. & I.	134,400.00
6. Blue Springs, A. & G.	90,775.92
7. United Land Company	347,288.20
8. Gainesville & Gulf	500,000.00
9. St. Johns & Halifax River Railway Company	Transferred.
10. St. Augustine & Halifax River Railway Company	Transferred.
11. St. Johns River Railway Company.....	Transferred.
12. Atlantic Coast, St. Johns & Indian River Company	Transferred.
13. Sanford and Lake Eustis Railway Co....	Transferred.
14. Jacksonville, St. Augustine & Indian River Railway Co., now East Coast Railway Company	2,040,000.00
Total	3,684,680.86

Written opinion as to legal status and ownership of the railroad land grant claims, based on the memoranda abstracts of the above named companies furnished.

8. Neill G. Wade, appellant, vs. Atlantic Lumber Co., appellee.

Appellee, the Atlantic Lumber Company, instituted suit by bill in chancery against the appellant, Neill G. Wade, in the Circuit Court of the Third Circuit of Florida, claiming 108,000 acres of land under act of the Legislature, Chapter 5227, Laws of Florida, attempting to incorporate a railroad company, merged the same into another railroad company and grant lands, 8,000 acres per mile, in aid of the construction of a railroad from Starke to the Suwannee River, etc., claiming the lands described in the bill, which was sold in 1902 by the Trustees of the Internal Improvement Fund to Neill G. Wade. A demurrer was filed on behalf of the appellant to the bill in the Circuit Court, was overruled and appeal taken to the Supreme Court.

The suit brought in question the title to the lands and the powers and duties of the Trustees to sell and convey said lands, and therefore the Trustees requested their counsel, upon the application of counsel for appellant, to become associated in the case. I joined in the preparation of a reply brief which is filed in the cause. The case was set for oral argument January 14, 1906. I attended the session of the court and when the case was reached on the docket it was found that Justice Whitfield was disqualified to sit in the case; that Justice Hocker was unable to preside on account of sickness, whereupon the case was continued until the 14th day of February, 1906. I attended the session of the court when the case was set during the 14th, 15th and 16th, in which I participated, and, at the conclusion of the argument of the case, the court inquired if it could have the memoranda of reference touching the history of legislation on the subject of railroad land grants through the Journals of the Legislature, Governor's messages, minutes of the Trustees of the Internal Improvement Fund, acts of the Legislature, etc.

In response to such enquiry, I caused the reference used by me in the oral argument to be printed and furnished to the court promptly.

The decision was rendered in such case on the 6th day of April, 1906.

Held, that the act was unconstitutional and void so far as it relates to land grant. Thus annulling the alleged grant of 488,000 acres.

9. Tallahassee Southeastern Railroad Company vs. Trustees.

This suit was filed in the Second Circuit, of Florida, in chancery, alleging that complainant was entitled to a land grant under act of Legislature, Chap. 1885, and acts amendatory thereto. And that it was entitled to 108,000 acres of land sold by the Trustees of the Internal Improvement Fund to Neill G. Wade, praying for an order directing the proceeds of said sale, amounting to about \$225,000, to be paid over to the complainant. Praying for an injunction enjoining the Trustees from using said moneys. Having obtained a temporary injunction, upon the filing of the bill, the court having ordered that complainant show cause at Quincy, January 23, why a permanent injunction should not be granted. Attorney General Ellis and I prepared defense, filed affidavits, argued the cause and submitted the briefs at the hearing. At the conclusion of the hearing the Judge ordered that the injunction prayed for by the complainant be denied, and that the order theretofore made be vacated.

On the rule day in February, we filed a demurrer on behalf of the Trustees to the complainant's bill.

10. The Wisner Land Company vs. the Trustees.

Suit was instituted in the above entitled cause in the Circuit Court of the United States in and for the Southern District of Florida, in chancery, alleging, among other things, that the complainant was entitled to various land grants, as follows:

1. Florida Southern	301,990.28
2. J. T. & K. W.....	19,696.62
3. Silver Springs, Ocala & Gulf.....	157,354.55
4. South Florida R. R.....	93,175.29
5. Claims under certificate.....	166,333.90

L

728,550.64

To which bill I prepared and filed a demurrer raising the question of jurisdiction of United States Court; several grounds of general demurrer, others raising special

points of law touching the validity of the alleged various land grants; several constitutional questions tending to show that the several acts referred to were not passed in conformity with constitutional requirements; that the several grants were inoperative so long as the Trustees had trusts to perform, and that an alleged grant of a residuary interest in lands did not direct the Trustees to deed lands to railroad companies which had been irrevocably vested in them for other purposes.

OPINIONS.

During the year 1906, I prepared and furnished in response to enquiries, the following opinions:

1. Relating to the proposed adjustment and settlement of the Kittel suits pending in the United States Court.

2. Touching the powers and duties of former Trustees relating to issue of certificates to unpatented lands to railroad company claimants and the force and effect of such certificates.

3. An opinion relating to the proposed adjustment and settlement of the East Coast Canal & Transportation Co., suits and claim for four hundred and thirty-four thousand acres of land.

4. An opinion relating to the ownership of the railroad land grant claim of the L. & N.; Florida Southern; S. S. O. & G.; J. T. & K. W.; South Florida; Florida East Coast; P. & I.; Blue Springs, A. & G.; United Land Company; St. Cloud & S. Belt; Gainesville & Gulf, Atlantic Suwannee River & Gulf; Tallahassee Southeastern; Carabelle, Talla & Ga., Florida Coast Line; C. T. & G. Co., aggregating 6,661,380.43.

5. An opinion relating to the constitutionality of Chap. 5227, on subject of restricted title.

6. An opinion relating to the validity of the land grant act of 1885, attempting to grant lands to the Tal-

9. St. Johns & Halifax River Railway Co...Transferry.ahassee, Southeastern Railroad Co., and acts amendatory thereto, on law, relating of land grants of its predecessors, the validity of the assignments under judgments against its predecessor and the transfer attempted to be made to it by the Construction Company.

7. An opinion relating to the proposed settlement and demand of the Western Land Company for deeds to 729,-

520.64 acres, involving the validity of the various railroad land grants now claimed by this company.

8. A preliminary opinion on an abstract of title involved in the enquiry submitted to me to ascertain the status of the title to about ten thousand acres of lands in Clay and Putman counties, alleged to have been trespassed upon by the Hillman-Sutherland Company touching the measures of damages for such trespass and other matters relating to this extremely complicated title.

BRIEFS.

During the year 1906, in addition to the opinions prepared and furnished the Trustees, I have prepared for use in connection with the cases pending briefs in the following cases:

1. On motion to strike second amended bill of complaint in the East Coast Railway case.

2. On demurrer to complainants' bill in the East Coast Railway Case.

3. To sustain bill of defendants in Kittel case.

4. Brief on answer in Kittel case.

5. Brief on exceptions to answer in Kittel case.

6. Additional brief on demurrer in the East Coast Canal Company case.

7. Additional brief on demurrer of defendants to the amended bill of complaint of the East Coast Railway case.

8. To sustain pleas of defendants in second L. & N. R. R. suit.

9. On evidence and argument to sustain defendant's second plea in second L. & N. R. R. suit.

10. On exceptions to master's adverse report on defendant's second plea, embracing comparative statements of the bills of complaint in both suits filed by the L. & N. R. Co vs. the Trustees.

11. In the case of Neill G. Wade, complainant, vs. Atlantic Lumber Co., in the State Supreme Court, memoranda brief was furnished the court that was used in the oral argument of the cause that was used before the Supreme Court in response to an inquiry for the same by the court.

12. On the jurisdictional ground of the demurrer in the Wisner Land Company case.

13. On the history of the passage of the several acts of the Legislature under which the Wisner Land Company claim title to land grants touching the passage of the several acts as appears from the several journals on points raised by demurrer in the Wisner Land case.

14. On grounds of general demurrer set forth in the demurrer of defendants to complainant's bill in the Wisner Land case.

15. On subject of injunction opposing issuance thereof as prayed in the Wisner Land Company case based on grounds raised in the defendant's demurrer.

16. On demurrer of defendants to complainant's bill in the Wisner Land Co. case.

17. The testimony adduced in the case of United States vs. Heitman, et al.

18. On master's findings and report in the case of the United States vs. Heitman, et al.

19. On question of ownership of the lands, the title to canal in which obstruction is complained of, the powers of the government relating thereto, and the merits of the case of the United States vs. Heitman.

20. Brief in matter of injunction granted by Judge Malone in the case of the Tallahassee Southeastern Railroad Company enjoining the Trustees from paying out or using two hundred and twenty-five thousand dollars received from Wade, in the purchase of one hundred and eight thousand acres of land formerly sold to him by the Trustees.

21. On demurrer of defendants to complainants' bill in the Tallahassee Southeastern Railroad Company case.

CONFERENCES WITH TRUSTEES.

During the year 1906 I have attended all the conferences and meetings of the Trustees when requested so to do. Have attended United States Courts to argue questions involved in the several causes pending in Tampa, Pensacola, Tallahassee, Jacksonville, and the State Courts at Quincy and Tallahassee and given prompt attention to all matters that have been presented to me for investigation, the details of which have been fully reported from time to time.

Respectfully submitted,
W. S. JENNINGS,
General Counsel.

EXHIBIT "A."

LOUISVILLE & NASHVILLE RAILROAD COMPANY VS. TRUSTEES
OF INTERNAL IMPROVEMENT FUND, STATE OF FLORIDA,
AND INTERVENING DEFENDANTS.

INDEX To Transcript of Record. Step Notes of File,
Dates and Progress of Case. Bill to Require Trustees
to Execute Deeds, to Swamp and Overflowed Lands Under
R. R. Land Grants for Injunction and Relief.

Date of filing. Month. Day.		Manuscript Page.	
Apr. 19, 1902.	Bill of complaint L. & N. R. R. Co.	1	32
Apr. 19, 1902.	Subp. to Def. Trustees	32	34
May 29, 1902.	Appearance Tal. Southeastern R. R. Co.	34	35
June 2, 1902.	Decree pro confesso	35	36
June 2, 1902.	Appearance, Trustees, Defts... ..	35	36
July 7, 1902.	Answer, Trustees, Defts.....	36	43
July 7, 1902.	Motion of Defts. Trustees to transfer papers	43	44
Aug. 5, 1902.	Motion to strike answer, Defts, Trustees	44	45
Aug. 15, 1902.	Petition and bill of intervention Atlantic Lumber Company	45	83
July 10, 1902.	Order on petition and bill		84
Aug. 29, 1902.	Order granting motion of com- plainant to strike		85
Aug. 29, 1902.	Selection of Defts, Trustees an- swer of demurrer		86
Sept. 8, 1902.	Praecipe, hearing of Defts. Trus- tees, demurrer	86	87
Oct. 8, 1902.	Order on petition and bill of in- tervention At. Lumber Co.	87	89
Aug. 29, 1902.	Demurrer of Trustees, Defts, to bill of Atlantic Lumber Co.	89	90
Sept. 25, 1902.	Demurrer L. & N. R. R. Co. to bill of intervenors	91	92
Sept. 25, 1902.	Affidavit of default, Tal. South Ry. Co.	92	96
	Affidavit of default, Defts, Trus- tees	97	101

	Affidavit of default, complainant L. & N. R. R. Co.	101	106
	Praeipe argument on demurrer of complainant	106	107
Sept. 25, 1902.	Praeipe argument on demurrer Defts, Trustees	107	108
Dec. 22, 1902.	Req. to file supplemental bill complainant	108	109
Jan. 2, 1903.	Order on above	109	110
Jan. 5, 1903.	Supplemental bill of complainant	110	120
Jan. 6, 1903.	Order preliminary injunction	120	122
Jan. 10, 1903.	Subp. N. G. Wade.....	122	123
Jan. 10, 1903.	Injunction against Trustees, Defts., and N. G. Wade	123	125
Jan. 23, 1903.	Affidavit, Defts., Trustees....	125	128
Jan. 26, 1903.	Affidavit Neill G. Wade	128	129
Jan. 22, 1903.	Return of Trustees to order to show cause	129	133
Jan. 22, 1903.	Injunction bond complainant	133	134
Feb. 22, 1903.	Appearance Neill G. Wade....		134
Apr. 15, 1903.	Order overruling demurrer		133
Apr. 6, 1903.	Exceptions to order	135	136
Apr. 20, 1903.	Order sustaining demurrer, leave to amend intervention of Atlantic Lumber Co.	136	137
Apr. 30, 1903.	Plea and answer, Trustees	137	144
May 16, 1903.	Amended answer and cross-bill Atlantic Lumber Co.	144	187
May 28, 1903.	Demurrer, deft. N. G. Wade to bill of complainant	188	191
June 24, 1903.	Motion to strike amended answer and cross-bill of intervenor	191	192
July 1, 1903.	Motion to req. deft. to elect plea or answer		192
July 1, 1903.	Agreement to substitute Attorney General and Treasurer		193
Oct. 23, 1903.	Motion to dissolve injunction..	194	202
Nov. 4, 1903.	Order overruling demurrer	202	203
Dec. 5, 1903.	Plea and answer, N. G. Wade..	203	213
Jan. 19, 1904.	Motion to req. deft. N. G. Wade to elect	213	214

Jan. 21, 1904.	Affidavit Atlantic Lumber Com- pany	214	216
Jan. 10, 1904.	Affidavit F. W. Marsh, clerk ..	216	218
May 16, 1904.	Praecepte, decree pro confesso ..	219	221
Feb. 8, 1904.	Decree pro confesso, Defts., Trustees		221
Feb. 8, 1904.	Order setting aside decree pro confesso	221	222
Feb. 15, 1904.	Setting down demurrer Trus- tees	222	223
Feb. 16, 1904.	Setting down plea and answer for hearing	223	224
Feb. 16, 1904.	Order on motion to strike		224
Mch. 3, 1904.	Order overruling plea		225
Mch. 10, 1904.	Exceptions, defts., Trustees ...	225	226
Apr. 2, 1904.	Answer Defts., Trustees	226	235
May 4, 1904.	Replication complainant		236
May 4, 1904.	Intervention of John A. Hen- derson	237	246
May 4, 1904.	Order upon petition John A. Henderson	246	247
May 17, 1904.	Motion to dissolve injunction N. G. Wade	248	249
May 17, 1904.	Order of injunction dissolved as to Wade	249	250
May 18, 1904.	Injunction bond, complainant.	250	252
Nov. 19, 1904.	Order appointing examiner B. F. Willis	252	253
Oct. 31, 1904.	Extending time to take testi- mony		253
Oct. 31, 1904.	Order extending time	253	254
Nov. 19, 1904.	Order appointing Lee Daniel examiner		254
Jan. 21, 1905.	Stipulation as to evidence	255	262
June 30, 1905.	Amended answer A. L. Co.		
June 24, 1905.	Motion to dismiss by com- plainant.		
June 23, 1905.	Notice calling up motion for hearing.		
June 30, 1905.	Motion to strike answer in cross- bill granted.		
June 30, 1905.	A. L. Co. allowed to amend an- swer June 30.		
June 30, 1905.	Order denying relief against		

- Trustees, court holding that it is without jurisdiction, as the A. L. Co. are citizens of Florida.
- May 8, 1906. Comparison of the two bills before Marsh, Spl. Master.
- May 21, 1906. Report Marsh, Spl. Master, as to two bills not being directly for same relief.
- Nov. 27, 1906. Exceptions to Spl. Master, report set for hearing.

IN THE CIRCUIT COURT IN AND FOR THE SECOND JUDICIAL CIRCUIT OF FLORIDA,
LEON COUNTY.

FLORIDA EAST COAST RAILROAD COMPANY, COMPLAINANT,
VS. TRUSTEES INTERNAL IMPROVEMENT FUND OF FLORIDA,
DEFENDANTS.

INDEX TO FILE.

Date.—

- Oct. 25, 1903. (a) Bill filed.
- Jan. '4, 1904. (b) Demurrer to bill filed.
- Aug. 29, 1904. (c) Demurrer overruled.
- Sept. 3, 1904. (d) Plea of Trustees filed.
- Feb. 28, 1904. (e) Order sustaining plea allowing
- Mar. 6, 1905. (f) Amended bill filed.
- Mar. 18, 1905. (g) Motion to strike filed by Trustees. complainants to amend bill.
- May 25, 1905. (h) Order granting motion to strike amended bill allowing complainants until July Rule Day to comply with former order.
- July 3, 1905. (i) Second amended bill filed by complainants.
- July 3, 1905. (j) Motion by Trustees to strike second amended bill.
- July 10, 1905. (k) Trustees' motion to strike set for hearing.
- Sept. 15, 1905. (l) Trustees' motion to strike heard and denied.
- Oct. 5, 1905. (m) Demurrer to amend bill filed by defendants.

IN THE UNITED STATES CIRCUIT COURT IN AND
FOR THE NORTHERN DISTRICT OF FLORIDA.

MATHILDE G. KITTEL, AS ADMINISTRATRIX, ETC., COMPLAIN-
AT, VS. THE TRUSTEES OF THE INTERNAL IMPROVEMENT
FUND OF FLORIDA, DEFENDANTS.

INDEX TO FILE.

Date.—

- Dec. 10, 1904. (a) Bill filed.
- Dec. 10, 1904. (b) Injunction granted.
- Mar. 6, 1905. (c) Demurrer filed by Trustees.
- Mar. 25, 1905. (d) Demurrer set down for hearing.
- Jan. 24, 1905. (e) Demurrer overruled.
- June 24, 1905. (f) Opinion by judge on demurrer.
- Aug. 7, 1905. (g) Plea of Trustees filed.
- Aug. 25, 1905. (h) Plea set down to complainants' defendants' bill.
- Aug. 30, 1905. (i) Defendants' bill.
- Feb. 20, 1906. (j) Plea overruled.
- April 2, 1906. (k) Answer filed.
- May 7, 1906. (l) Exception to answer filed.

IN THE CIRCUIT COURT, SECOND JUDICIAL CIR-
CUIT, IN AND FOR LEON COUNTY, IN
CHANCERY.

THE FLORIDA EAST COAST CANAL AND TRANSPORTATION
COMPANY, COMPLAINANTS, VS. TRUSTEES INTERNAL IM-
PROVEMENT FUND OF FLORIDA, DEFENDANTS.

INDEX TO FILE.

Date.—

- June 4, 1904. (a) Bill of complaint filed.
- June 4, 1904. (b) Subpoena and chancery issued against defendants.
- June 6, 1904. (c) Report of service on defendants filed.
- June 4, 1904. (d) Order with restraining order or temporary injunction against defendants granted, pending hearing set for June 14 by Judge Malone.

- June 4, 1904. (e) Service of restraining order reported and filed by sheriff.
- June 15, 1904. (f) Restraining order and injunction issued by Judge Malone.
- June 15, 1904. (g) Injunction ordered, entered Chancery 0 page 91, Book 4.
- June 14, 1904. (h) Affidavit George F. Miles filed before Judge Malone.
- June 15, 1904. (i) Amendments and corrections of Exhibit "A" to bill of complainant in list of canal reserved lands filed.
- June 14, 1904. (j) Copy of deed by Trustees No. 15,868, to Marion B. Platt and Mary C. Platt, filed.
- June 15, 1904. (k) Copy report of John Bradford, state engineer.
- June 15, 1904. (l) Report committee to inspect canal works to the Legislature, 1905, filed.
- June 14, 1904. (m) Report of committee on progress of canal work to the Legislature, 1903.
- June 14, 1904. (n) Copy of resolution relating to reservation of swamp land within six miles of Canal Company, certified to by secretary of the I. I. Fund, filed.
- June 14, 1904. (o) Resolution of Canal Company, accepting the provision of the act of 1903, filed.
- June 15, 1904. (p) Temporary injunction granted against defendants by Judge Malone, conditional upon complainant filing a good and sufficient bond, said bond to be filed within thirty days.
- June 20, 1904. (q) Service of temporary injunction reported and filed by the sheriff.
- June 20, 1904. (r) Extracts of Minutes of Trustees filed.
- June 20, 1904. (s) Extracts from printed Minutes Internal Improvement Fund filed June 14th, 1883.
- June 20, 1904. (u) Extracts from printed Minutes of Trustees of Internal Improvement Fund, July 15, 1889, filed.

- June 20, 1904. (v) Extracts from printed Minutes of Trustees, August 6, 1890, filed.
- June 20, 1904. (w) Extracts from printed Minutes July 17, 1893, filed.
- June 20, 1904. (x) Extracts from printed Minutes of Trustees June 16, 1896, filed.
- June 20, 1904. (y) Statement of Canal Works and disposition of Company's land. Table showing all material moved and its cost to the Company, filed as Exhibit "B."
- June 20, 1904. (z) Extracts from printed Minutes of Trustees July 16, 1897, filed.
- June 20, 1904. (a) Extracts from printed Minutes of Trustees June 9, 1898, filed.
- June 20, 1904. (b) Extracts from printed Minutes of Trustees July 7, 1899, filed.
- June 20, 1904. (c) Copy of resolution passed by stockholders of the Company July 1st, 1899, filed.
- July 5, 1904. (d) Appearance of defendant filed.
- July 5, 1904. (e) Injunction bond filed \$2,500.00, date 27th, to the Company by Geo. L. Bradley, president of the United States Fidelity & Guaranty Company.
- Aug. 1, 1904. (f) Demurrer on behalf of the defendants.
- Sept. 2, 1904. (g) Demurrer set down for argument to be heard at such time as may be fixed by the court.

IN THE UNITED STATES CIRCUIT COURT IN AND
FOR THE NORTHERN DISTRICT OF FLORIDA.

TRUSTEES INTERNAL IMPROVEMENT FUND OF FLORIDA VS.
MATHILDE G. KITTEL, ADMINISTRATRIX, ETC.

Removed from Second Judicial Circuit Court of Florida.

INDEX TO FILE.

Date.—

- Dec. 1904 (a) Bill to remove cloud from title filed.
(b) Motion to remove cause to U. S. Court filed by defendant.

- Jan. 1905. Rule (c) Answer of defendant filed.
 Feb. 1905. Rule (d) General replication of Trustees filed.
 May 26, 1905. (e) Order fixing time for taking of testimony and appointing examiner.
 (f) Stipulation entered into by attorneys for complainants and defendant that the taking of the testimony be deferred until issue is made up in the case of Kittel vs. Trustees.

IN THE UNITED STATES CIRCUIT COURT IN AND
 FOR THE NORTHERN DISTRICT OF FLORIDA.

LOUISVILLE & NASHVILLE R. R. COMPANY, COMPLAINANTS,
 VS. TRUSTEES INTERNAL IMPROVEMENT FUND OF FLORIDA,
 DEFENDANTS.

INDEX TO FILE.

- Date.—
 Mar. 23, 1905. (a) Bill of complaint filed.
 Mar. 23, 1905. (b) Subpoena issued.
 June 5, 1905. (c) Demurrer of Trustees filed.
 Aug. 7, 1905. (d) Demurrer of Trustees set down for hearing.
 Dec. 1905. (e) Demurrer of Trustees overruled.
 Dec. 3, 1905. (f) Pleas of Trustees filed.
 Feb. 1906. (g) Second plea ordered referred to special master.
 May 8. (h) Proof filed with special master on second plea.
 May 21. (i) Master's adverse report filed.
 June 3. (j) Exceptions to Master's report filed.
 Nov. 27. (k) Exceptions to special master's report set for hearing.

IN CIRCUIT COURT LEON COUNTY.

TALLAHASSEE SOUTHERN RAILWAY COMPANY vs. TRUSTEES
OF THE INTERNAL IMPROVEMENT FUND.

INDEX.

- (1) Bill filed December 21, 1905.
- (2) Temporary injunction granted December 21, 1905.
- (3) Subpoena issued December 22, 1905.
- (4) Service on defendants duly made December 22, 1905.
- (5) Defendants required to show why injunction should not be made permanent. January 23, 1905.
- (6) January 23, 1906, defendants filed affidavits of W. M. McIntosh, Jr., Secretary; B. E. McLin, Commissioner of Agriculture; H. T. Felkel, Clerk of Circuit Court and by Trustees, Defts.
- (7) Complainants filed amended bill at hearing.
- (8) After argument of cause by counsel for defendants and complainant, order was made dissolving injunction formerly granted and denying injunction as prayed.
- (9) Appearance was filed by counsel for Defendants February Rule Day, 1896.
- (10) Demurrer was filed by counsel for Defendants March Rule Day, 1906.

IN CIRCUIT COURT IN AND FOR TAYLOR COUNTY,
FLORIDA, IN CHANCERY.

ATLANTIC LUMBER COMPANY, vs. NEILL G. WADE.
Pending Supreme Court.

- (1) Bill filed February 22nd, 1904, claiming 108,000 acres of land sold to Wade by Trustees Internal Improvement Fund, praying that title be executed to Complainant.
- (2) Demurrer to the bill was filed April 23rd, 1904.
- (3) January 23, 1905, Judge overruled the demurrer on hearing. Minute Book page 172.
- (4) February 13, 1905, Defendants filed entry of appeal, Taylor County, Chancery bill Book No. 2, page 23.

- (5) Appellant filed brief June Term, 1905.
- (6) Appellee filed brief.
- (7) July 12, 1905, counsel for Trustees requested by Trustees to assist Mr. Hampton in the case, upon his application.
- (8) August, received copy of bill, demurrer, appeal, etc.
- (9) Prepared record of House Bill 99, from Senate and House Journals 1893, and brief thereon showing the restricted title.
- (10) Joined in the preparation of reply brief.
- (11) Reply brief of appellee filed.
- (12) Set for January 14th, 1906.
- (13) Continued to February 14th, 1906.
- (14) February 14, 15, 16, 1906, cause argued in State Supreme Court.
- (15) April 6, order of Court below overruling demurrer, reversed and bill ordered dismissed, declaring Chapter 4267 unconstitutional and void.
- (16) Rehearing denied June 1st, 1906.
- (17) Final decree entered Circuit Court in obedience to decision Supreme Court, July, 1906.

IN THE CIRCUIT COURT UNITED STATES, IN AND
FOR THE SOUTHERN DISTRICT OF FLOR-
IDA, IN CHANCERY.

THE WISNER LAND COMPANY, COMPLAINANTS, VS. TRUSTEES
INTERNAL IMPROVEMENT FUND OF FLORIDA, DEFENDANTS.

Bill for injunction relieved.

- Sept. 1, 1906. (a) Bill of complaint filed.
 Sept. 1906. (b) Subpoena and chancery issued.
 Sept. 1906. (c) Service of subpoena and chancery
 on defendants filed.
 Oct. 3, 1906. (e) Defendants' appearance entered.
 Nov. 5, 1906. (f) Demurrer filed on behalf of Defend-
 ants.

The following accounts were approved and ordered paid on the 17th day of December and ordered put on record:

Realty Title and Trust Co., abstracts of title to
 lands for use in suits against Trustees.....\$ 452.00

W. S. Jennings, general counsel, traveling and incidental expenses in representing Trustees in litigation	84.84
W. S. Jennings, general counsel, salary representing Trustees for six months, ending December 31, 1906	2,500.00
Capital City Bank of Tallahassee for Reed A. Bryan, agent, pay-roll for week ending Dec. 1, 1906, and Dec. 8, 1906, building dredge, and pay-roll for month of Nov., 1906, operating dredge.	1,231.67
Stranahan & Co., grocery supplies for use on dredges for months of August, September, October and November, 1906.	739.07
N. B. Broward, Governor, R. R. fare and other expenses on trip to Fort Lauderdale, and return, to inspect drainage operations	45.00
I. N. Withers, salary and expenses as State Selecting Agent, for month of November	119.70
John McDougall, P. M., postage for Salesman's office for month of November	64.20
The Trustees then adjourned.	

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.

Tallahassee, Fla., December 21, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

The following accounts were presented and ordered paid:

Reed A. Bryan, agent, incidental expenses, including board of laborers, hire of launch, telegrams, etc., for the month of November	\$193.17
John W. Newman, salary and traveling expenses as engineer for Trustees for month of November.	181.50
Merrill-Stevens Company, iron work, paint, and other material for dredge Okeechobee	909.70

W. H. Albritton, meat for men on dredges.....	10.85
Frank T. Budge, tools for use on dredge.....	1.45
Lainhart & Potter, lumber for use on dredges....	55.23
Florida Electric Co., electrical apparatus for dredges	5.80
Capital City Bank of Tallahassee for Reed A. Bryan, agent, pay-roll laborers on dredge Okee- chobee for week ending December 15, 1906.....	509.41
The Trustees then adjourned.	

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor

Tallahassee, Fla., December 24, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.

A. C. Croom, Comptroller.

W. V. Knott, Treasurer.

W. H. Ellis, Attorney General.

B. E. McLin, Commissioner of Agriculture.

Mr. W. H. Ellis presented a communication from Hon. W. A. Blount, dated December 22nd, in relation to a proposition of settlement of the claims of the L. & N. Railroad Company against the Trustees of the I. I. Fund, proposing that the L. & N. Railroad Company shall convey to the Trustees of the Internal Improvement Fund all lands which have not been patented or certificated to it, but which it claims under its Legislative grants; the Trustees paying to the L. & N. Railroad Company the sum of one hundred and ten thousand dollars (\$110,000), and that the Trustees shall indemnify the L. & N. Railroad Company against any damage which the Southern States Land & Timber Company might recover against the L. & N. Railroad Company, by reason of the failure of the latter to make good its contract with the Southern States Land & Timber Company, in relation to the certificated lands of the L. & N. Railroad Company, amounting to three hundred and eighty thousand (380,000) acres.

After considering the proposition, the Trustees instructed Mr. Ellis to write Mr. Blount, to allow the proposition to remain open until after the holidays when the

Trustees will consider the same and notify him of their action upon his proposition.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., December 27, 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The following accounts were approved and ordered paid:

Capital City Bank of Tallahassee, for Reed A. Bryan, agent, pay-roll laborers on dredge Okeechobee for week ending December 22, 1906....	\$411.00
The Capital Publishing Company, printing for Trustees	3.50

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR., N. B. BROWARD,
Secretary. Governor.

Tallahassee, Fla., December 27, 3:30 P. M., 1906.

The Trustees met in Executive Office.

Present:

N. B. Broward, Governor.
A. C. Croom, Comptroller.
W. V. Knott, Treasurer.
W. H. Ellis, Attorney General.
B. E. McLin, Commissioner of Agriculture.

The Commissioner of Agriculture reported the following sales in compliance with order of the Trustees of the Internal Improvement Fund, directing him to sell scat-

tered tracts of swamp and overflowed lands when not less than \$2.00 per acre was offered, to-wit:

To G. V. Tillman,	Sec.	Tp. S	R. E.
N $\frac{1}{2}$ of SW $\frac{1}{4}$	22	34	24
S $\frac{1}{2}$ of SE $\frac{1}{4}$ & SW $\frac{1}{4}$ of NW $\frac{1}{4}$	6	34	25
SE $\frac{1}{4}$	7	34	25

Containing 365.06 acres at \$2.00 per acre.

To F. R. McConnell,		S	E
NW $\frac{1}{4}$ of NE $\frac{1}{4}$	21	29	25

Containing 39.95 acres at \$2.00 per acre.

To D. H. Knowles,		N	E
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	4	1	17

Containing 40.00 acres at \$2.00 per acre.

Also to J. W. Hatcher and J. E. Inman,		S	E
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ & E $\frac{1}{2}$ of SE $\frac{1}{4}$	6	5	18
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	8	5	18

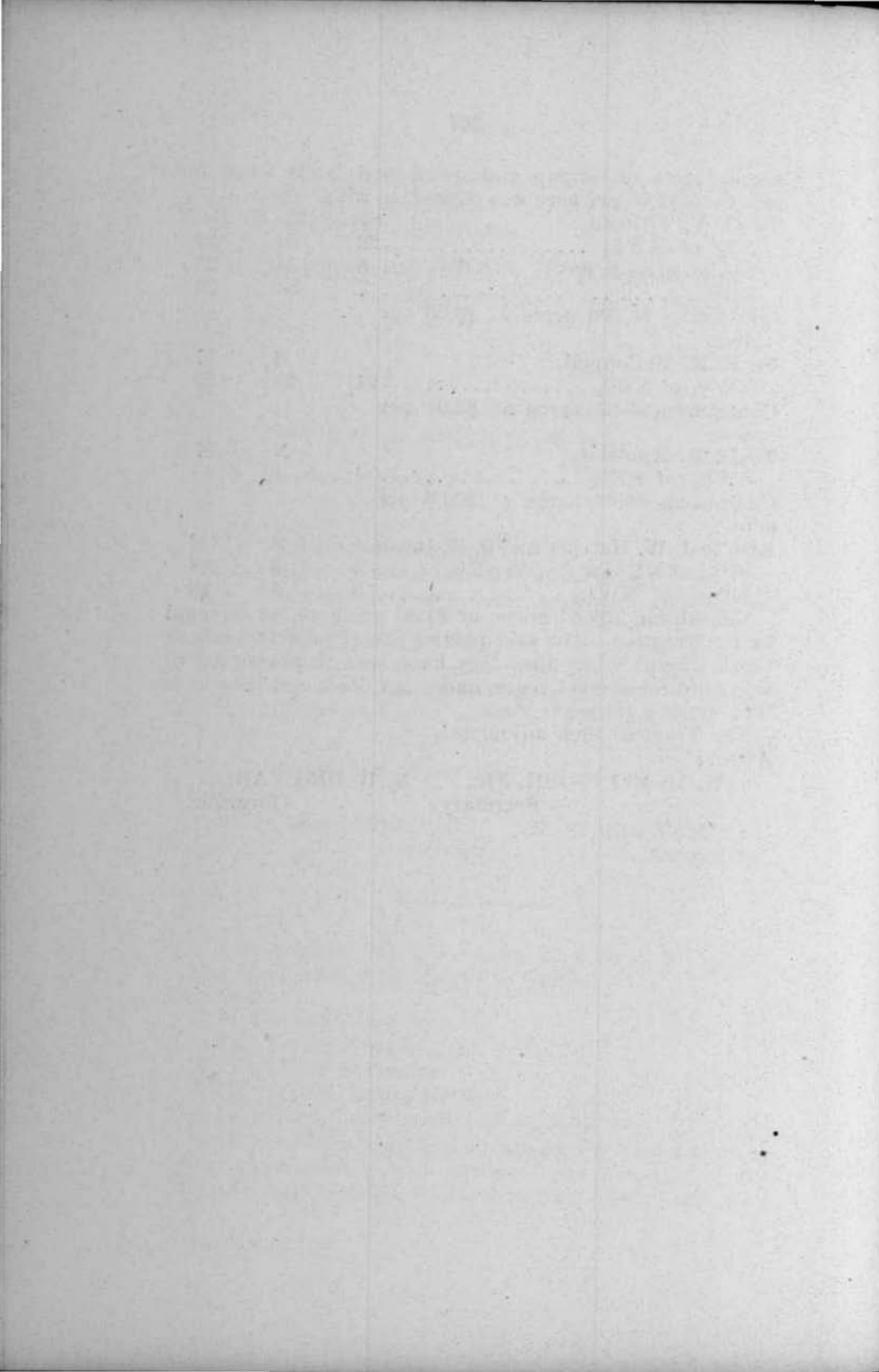
Containing 159.64 acres, at \$1.00 per acre, as directed by the Trustees. The said parties presented certificate of Clerk Circuit Court that they have been in possession of said land for several years, under tax deed, and they have been paying taxes on same.

The Trustees then adjourned.

Attest:

W. M. McINTOSH, JR.,
Secretary.

N. B. BROWARD,
Governor.



FINANCIAL STATEMENT

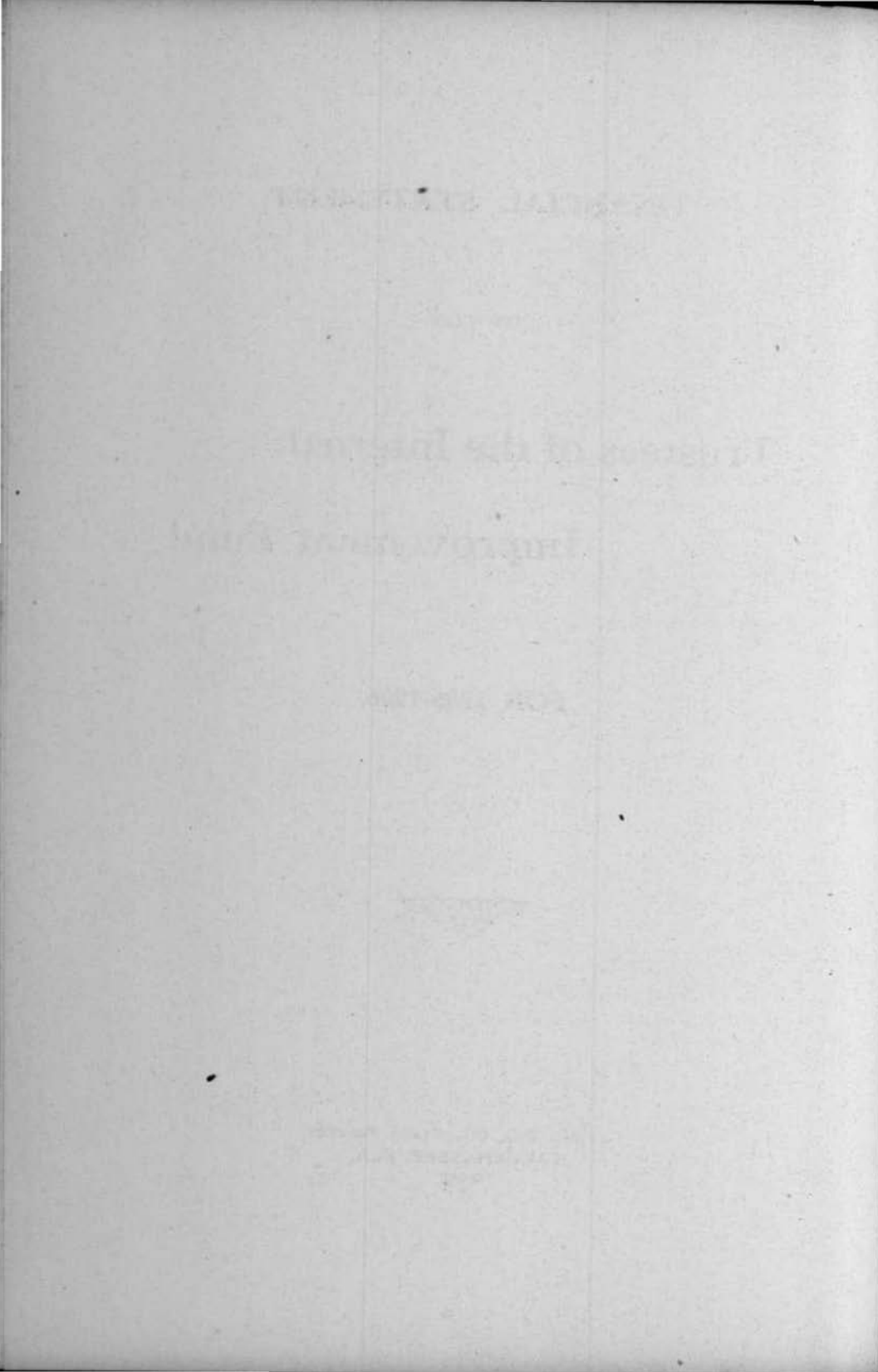
OF THE

**Trustees of the Internal
Improvement Fund**

FOR 1905-1906



**CAPITAL PUB. CO., STATE PRINTER
TALLAHASSEE, FLA.
1906.**



FINANCIAL STATEMENT OF THE TRUSTEES OF
THE INTERNAL IMPROVEMENT FUND
FOR 1905-1906.

BALANCE SHEET JANUARY 1, 1907.

Cash	\$302,458.65	
Internal Improvement Fund....		\$279,630.64
Internal Improvement Fund		
Proper		21,959.71
Sinking Fund Florida Railroad		
Bonds		525.10
Sinking Fund F. A. & G. C. R. R.		
Bonds		343.20
	<u>\$302,458.65</u>	<u>\$302,458.65</u>

INTERNAL IMPROVEMENT FUND.

RECEIPTS.

Balance on hand January 1, 1905.	\$332,979.65
Land sales in 1905.	867.34
Land sales in 1906.	43,939.16
Interest on deposits in banks in 1905.	7,992.64
Interest on deposits in banks in 1906.	7,185.32
Sale of minutes in 1905.	18.00
Sale of minutes in 1906.	10.00
Stumpage in 1906.	2.50
Refunded on account claim paid in 1883. ....	.40
Settlement with Mathilde G. Kittel; see minutes of Trustees December 6, 1906.	1,000.00
Settlement with Florida Coast Line Canal and Transportation Company; see minutes of Trustees December 1, 1906.	50,000.00
	<u>\$443,995.01</u>

INTERNAL IMPROVEMENT FUND.

DISBURSEMENTS.

January 2, 1905, Voucher No. 993—C. B. Gwynn, salary as chief clerk in salesman's office	\$ 150.00
January 2, 1905, Voucher No. 994—W. M. McIntosh, Jr., salary as secretary and treasurer	125.00
January 2, 1905, Voucher No. 995—J. M. Dell, preparing list of U. S. land entries, etc....	100.00
January 2, 1905, Voucher No. 996—John T. Costa, services in salesman's office.....	100.00
January 2, 1905, Voucher No. 997—Moses Sheppard, services as janitor for salesman and secretary.	10.00
January 2, 1905, Voucher No. 998—C. D. Robertson, services as typewriter, etc....	75.00
January 2, 1905, Voucher No. 999—G. T. Whitfield, services proof reading, etc.....	51.00
January 2, 1905, Voucher No. 1000—R. W. Williams, on account professional services....	2,500.00
January 7, 1905, Voucher No. 1001—I. B. Hilson, printing and binding in paper volume 5, Minutes Trustees	169.95
January 7, 1905, Voucher No. 1002—I. B. Hilson, lithographed letter-heads for Trustees..	16.00
January 7, 1905, Voucher No. 1003—M. J. Bryan, clerk, recording notice for Trustees.	1.00
January 7, 1905, Voucher No. 1004—I. J. McCall, clerk, recording notice for Trustees..	.90
January 7, 1905, Voucher No. 1005—S. W. Teague, services in re depredations on I. I. land.	44.45
January 7, 1905, Voucher No. 1006—John C. Calhoun, clerk, recording notice for Trustees.	1.00
January 7, 1905, Voucher No. 1007—Fannie L. Dickinson, transcript of testimony in case of U. S. vs. Heitman, et al, for Trustees..	5.64
January 7, 1905, Voucher No. 1008—The National Bank of Jacksonville, exchange on \$8,272.11	10.35

January 7, 1905, Voucher No. 1009—B. F. Williams, copy of testimony before examiner in re L. & N. R. R. vs. W. S. Jennings, et al, trustees, etc.....	3.00
January 7, 1905, Voucher No. 1010—G. T. Whitfield, service for Trustees, proofreading, etc.	33.00
January, 25, 1905, Voucher No. 1011—The Daily Capital, printing and furnishing postal cards for Trustees.....	1.50
February 1, 1905, Voucher No. 1012—J. M. Dell, preparing lists of U. S. land entries. . .	100.00
February 1, 1905, Voucher No. 1013—C. B. Gwynn, salary chief clerk in salesman's office.	150.00
February 1, 1905, Voucher No. 1014—John T. Costa, services in salesman's office.....	100.00
February 1, 1905, Voucher No. 1015—W. M. McIntosh, Jr., salary secretary and treasurer	125.00
February 1, 1905, Voucher No. 1016—C. S. Clough, services in land department.....	100.00
February 1, 1905, Voucher No. 1017—Moses Sheppard, janitor for salesman and secretary	10.00
February 1, 1905, Voucher No. 1018—Bryan & Bryan, on account services as counsel for Trustees	1,500.00
February 1, 1905, Voucher No. 1019—W. B. Farley, retainer as counsel for Trustees....	250.00
February 1, 1905, Voucher No. 1020—Z. Graham, clerk, recording notice for trustees....	.80
February 2, 1905, Voucher No. 1021—G. T. Whitfield, services for Trustees, reading proof, etc.....	24.00
February 8, 1905, Voucher No. 1022—Miss Mattie V. Vinson, services preparing copy for Trustees.....	24.00
February 14, 1905, Voucher No. 1023—The Daily Capital, on account binding 100 Vols. each (in sheep) of volumes 2 and 3, Minutes of Trustees.....	150.00
February 15, 1905, Voucher No. 1024—R. W. Williams for R. C. Parkhill, clerk, recording notice for Trustees.....	1.00
18—I. I.	

February 15, 1905, Voucher No. 1025—F. W. Marsh, Clerk U. S. Court, transcript of record, L. & N. Co., vs. Trustees.....	100.00
February 20, 1905, Voucher No. 1026—Putnam County Abstract Company, abstract for Trustees	3.00
March 1, 1905, Voucher No. 1027—W. M. McIntosh, Jr., salary as secretary and treasurer	125.00
March 1, 1905, Voucher No. 1028—C. B. Gwynn, salary as chief clerk in salesman's office	150.00
March 1, 1905, Voucher No. 1029—C. S. Clough, services in land department.....	100.00
March 1, 1905, Voucher No. 1030—J. M. Dell, preparing lists of U. S. land entries.	100.00
March 1, 1905, Voucher No. 1031—John T. Costa, services in salesman's office.....	100.00
March 1, 1905, Voucher No. 1032—Moses Shepard, janitor for salesman and secretary..	10.90
March 4, 1905, Voucher No. 1034—I. B. Hilson, balance for binding 100 copies each, Vol. 2 and 3, Minutes of Trustees (in sheep), and Index for Vol 1.....	166.00
March 6, 1905, Voucher No. 1035—S. B. Chapin, township plats for land office.....	3.00
March 7, 1905, Voucher No. 1036—M. A. Brown, services for Trustees, proof reading, etc.	90.00
March 9, 1905, Voucher No. 1037—I. B. Hilson, for Capital Publishing Co., rebinding and inserting Index in 825 volumes, I. I. Minutes, Vol. 1.....	82.50
March 15, 1905, Voucher No. 1038—H. T. Felkel, copies of papers in re Fla. Coast Line Canal & Transportation Co., and Fla. East Coast Ry. Co. vs. Trustees.....	48.15
March 15, 1905, Voucher No. 1039—J. J. Hodges, Dept. Clerk U. S. Court, copies of papers in suits of Kittel vs. Trustees and Trustees vs. Kittel.....	62.30

March 18, 1905, Voucher No. 1040—The Capital Publishing Co., binding 50 Vols. of Vol. 1, I. I. Minutes, in sheep and inserting Index	75.00
March 18, 1905, Voucher No. 1041—The Capital Publishing Co., printing land lists for salesman's office.	64.00
March 18, 1905, Voucher No. 1042—H. E. Carlton, clerk, recording certificate for Trustees .....	.95
March 18, 1905, Voucher No. 1043—The H. & W. B. Drew Co., thirty charts for salesman's office	15.00
March 29, 1905, Voucher No. 1044—M. Ohmer's Sons Co., freight and drayage on desk.....	10.05
March 29, Voucher No. 1045—F. W. Marsh, Clerk U. S. Court, copy bill of complaint L. & N. R. R. Co., vs. Trustees.....	20.95
March 29, 1905, Voucher No. 1046—Western Union Telegraph Co., telegrams for Trustees	1.00
April 1, 1905, Voucher No. 1047—C. B. Gwynn, salary chief clerk in salesman's office	150.00
April 1, 1905, Voucher No. 1048—W. M. McIntosh, Jr., salary as secretary and treasurer..	125.00
April 1, 1905, Voucher No. 1049—John T. Costa, services as clerk in salesman's office..	100.00
April 1, 1905, Voucher No. 1050—C. S. Clough, services in land department.....	100.00
April 1, 1905, Voucher No. 1051—J. M. Dell, preparing list of U. S. land entries.....	100.00
April 1, 1905, Voucher No. 1052—Moses Shepard, janitor for salesman and secretary....	10.00
May 1, 1905, Voucher No. 1053—C. B. Gwynn, salary as chief clerk in salesman's office....	150.00
May 1, 1905, Voucher No. 1054—W. M. McIntosh, Jr., salary as secretary and treasurer..	125.00
May 1, 1905, Voucher No. 1055—John T. Costa, services as clerk in salesman's office.	100.00
May 1, 1905, Voucher No. 1056—C. S. Clough, services as clerk in land department.	100.00
May 1, 1905, Voucher No. 1057—J. M. Dell, preparing list of U. S. land entries.....	100.00

May 1, 1905, Voucher No. 1058—Moses Shep- pard, janitor for salesman and secretary....	10.00
May 1, 1905, Voucher No. 1059—Mattie Vin- son, stenographer and typewriter for Trus- tees	90.00
June 1, 1905, Voucher No. 1060—C. B. Gwynn, salary as chief clerk in salesman's office....	150.00
June 1, 1905, Voucher No. 1061—W. M. McIn- tosh, Jr., salary as secretary and treasurer..	125.00
June 1, 1905, Voucher No. 1062—John T. Costa, services as clerk in salesman's office..	100.00
June 1, 1905, Voucher No. 1063—C. S. Clough, services as clerk in land department.....	100.00
June 1, 1905, Voucher No. 1064—J. M. Dell, preparing list of U. S. land entries.....	100.00
June 1, 1905, Voucher No. 1065—Moses Shep- pard, janitor for salesman and secretary....	10.00
June 1, 1905, Voucher No. 1066—Mattie Vin- son, stenographer and typewriter for Trus- tees	60.00
June 14, 1905, Voucher No. 1067—W. B. Far- ley, counsel, expenses in re Kittel vs. Trus- tees and Trustees vs. Kittel.....	22.40
June 23, 1905, Voucher No. 1068—W. V. Knott, et al, committee of Trustees. Expenses of committee to examine canal from Lake Hicpochee to Lake Okeechobee and other drainage matters. Governor, Attorney-Gen- eral and Treasurer, committee, accompanied by Hon. W. S. Jennings, general counsel for Trustees	497.17
June 24, 1905, Voucher No. 1069—W. S. Jen- nings, general counsel, expenses of trip with committee of Trustees, and other expenses attending the legal matters for Trustees. ...	238.66
June 24, 1905, Voucher No. 1070—W. S. Jen- nings, general counsel, on account of profes- sional services	2,500.00
July 1, 1905, Voucher No. 1071—C. B. Gwynn, salary as chief clerk in salesman's office....	150.00
July 1, 1905, Voucher No. 1072—J. M. Dell, services as clerk land department.....	100.00
July 1, 1905, Voucher No. 1073—W. M. McIn- tosh, Jr., salary as secretary and Treasurer	125.00

July 1, 1905, Voucher No. 1074—C. S. Clough, services as clerk land department.....	100.00
July 1, 1905, Voucher No. 1075—John T. Costa, services in salesman's office.....	100.00
July 1, 1905, Voucher No. 1076—Moses Shepard, services as janitor for salesman and secretary	10.00
July 15, 1905, Voucher No. 1077—Fred W. Kettle, services on drainage committee.....	67.20
July 22, 1905, Voucher No. 1078—T. L. Clarke, legal services to I. I. Board.....	400.00
July 28, 1905, Voucher No. 1079—Capital Publishing Co., printing Vols. 4 and 5 and Secretary and Treasurer's Report.....	455.00
July 28, 1905, Voucher No. 1080—Harry D. Hartt, bases units and tops.....	139.50
August 1, 1905, Voucher No. 1081—C. B. Gwynn, salary as chief clerk land department	150.00
August 1, 1905, Voucher No. 1082—J. M. Dell, services in land department.....	100.00
August 1, 1905, Voucher No. 1083—W. M. McIntosh, Jr., secretary and treasurer.	125.00
August 1, 1905, Voucher No. 1084—John T. Costa, services in salesman's office.....	100.00
August 1, 1905, Voucher No. 1085—C. D. Robertson, service on drainage committee..	1 50
August 1, 1905, Voucher No. 1086—Miss Gussie Chittenden, services on drainage committee	13.25
August 1, 1905, Voucher No. 1087—George Greenhow, services on drainage committee..	17.50
August 1, 1905, Voucher No. 1088—Minnie May and Pauline Costa, services on drainage committee	8.60
August 1, 1905, Voucher No. 1089—R. A. Shine, services on drainage committee.....	23.75
August 1, 1905, Voucher No. 1090—J. T. G. Crawford, services on drainage committee..	42.00
August 1, 1905, Voucher No. 1091—J. O. Fries, services as engineer for Trustees.....	150.00
August 5, 1905, Voucher No. 1092—Capital Publishing Co., mounting maps and paper..	25.00

September 1, 1905, Voucher No. 1093—W. M. McIntosh, Jr., salary as secretary and treasurer	125.00
September 1, 1905, Voucher No. 1094—C. B. Gwynn, salary as chief clerk in salesman's office	150.00
September 1, 1905, Voucher No. 1095—J. M. Dell, services in land department.....	100.00
September 1, 1905, Voucher No. 1096—C. H. Dickinson, difference in typewriter.....	69.00
September 1, 1905, Voucher No. 1097—John T. Costa, services in salesman's office.....	100.00
September 4, 1905, Voucher No. 1098—Ollie M. Jacobie, services in land department.....	100.00
September 4, 1905, Voucher No. 1099—John McDougall, stamped envelopes for salesman's department	107.20
September 6, 1905, Voucher No. 1100—John L. Neely, representing State for cutting timber on State lands.....	500.00
September 16, 1905, Voucher No. 1101—Carrie C. Edwards, services as stenographer.....	75.00
September 16, 1905, Voucher No. 1102—M. H. Mabry, Clerk Supreme Court, copying complaint and demurrer.....	10.00
September 16, 1905, Voucher No. 1103—H. T. Felkel, Clerk Circuit Court, copying order denying motion, etc.....	9.15
September 16, 1905, Voucher No. 1104—J. J. Hodges, Deputy Clerk U. S. Court, copy plea M. G. Kittel vs. Trustees.....	18.50
September 16, Voucher No. 1105—W. B. Farley, attorney, expenses attending court at Pensacola.....	20.67
September 16, 1905, Voucher No. 1106—R. W. Williams, attorney, copy of testimony for Trustees	5.04
September 21, 1905, Voucher No. 1107—J. O. Fries, services as engineer for Trustees.	502.56
September 21, 1905, Voucher No. 1108—Featherstone Foundry and Machine Co., first payment on contract for material for dredges.	10,485.00

October 2, 1905, Voucher No. 1109—C. B. Gwynn, salary chief clerk in land department	150.00
October 2, 1905, Voucher No. 1110—J. M. Dell, services land department.....	100.00
October 2, 1905, Voucher No. 1111—W. M. McIntosh, Jr., salary as secretary and treasurer	125.00
October 2, 1905, Voucher No. 1112—Ollie M. Jacobie, services in land department.....	100.00
October 2, 1905, Voucher No. 1113—Carrie C. Edwards, services as stenographer.....	35.00
October 7, 1905, Voucher No. 1114—N. B. Broward and W. H. Ellis, expenses to and from Chicago to purchase machinery for dredges.	275.30
October 16, 1905, Voucher No. 1115—John Hayes, for Yale and Towne Mfg. Co., cleaning time lock on safe.....	15.00
October 19, 1905, Voucher No. 1116—Featherstone Foundry & Machine Co., second payment on contract for material for dredges. .	10,485.00
October 19, 1905, Voucher No. 1117—S. B. Chapin, completing plats for Trustees....	8.00
October 27, 1905, Voucher No. 1118—B. A. Meginnis, services for drainage committee. .	53.75
October 27, 1905, Voucher No. 1119—J. T. G. Crawford, services for drainage committee..	50.00
November 1, 1905, Voucher No. 1120—C. B. Gwynn, salary, chief clerk land department.	150.00
November 1, 1905, Voucher No. 1121—W. M. McIntosh, Jr., salary as secretary and treasurer	125.00
November 1, 1905, Voucher No. 1122—J. M. Dell, services in land department.	100.00
November 1, 1905, Voucher No. 1123—Ollie M. Jacobie, services in land department....	100.00
November 1, 1905, Voucher No. 1124—Carrie C. Edwards, stenographer.....	75.00
November 6, 1905, Voucher No. 1125—Southern Express Co., paid V. P. Keller maps and charges	151.45

November 8, 1905, Voucher No. 1126—Featherstone Foundry and Machine Co., third payment on contract for material for dredges..	10,485.00
November 8, 1905, Voucher No. 1127—I. N. Withers, traveling expenses and services for Trustees	40.78
November 28, 1905, Voucher No. 1128—Featherstone Foundry and Machine Co., fourth payment on contract for material for dredges.	10,485.00
November 28, 1905, Voucher No. 1129—G. S. Baxter & Co., paid lumber bills November 3, 1905, November 7, 1905, November 8, 1905, November 17, 1905	1,305.77
November 28, 1905, Voucher No. 1130—John W. Newman, engineer, pay-roll and expense account in re drainage Everglades	152.75
November 28, 1905, Voucher No. 1131—I. N. Withers, services in selecting swamp and overflowed lands, from September 14 to November 1, 1905	123.34
November 28, 1905, Voucher No. 1132—W. H. Ellis, balance expenses for trip to Fort Myers, Okeechobee, Lake Kissimmee and East Coast Canal on committee of Trustees.	12.00
December 1, 1905, Voucher No. 1133—C. B. Gwynn, expenses of trip to Gainesville to look up swamp and overflowed lands	16.70
December 1, 1905, Voucher No. 1134—C. B. Gwynn, salary as chief clerk land department.	150.00
December 1, 1905, Voucher No. 1135—W. M. McIntosh, Jr., salary as secretary and treasurer	125.00
December 1, 1905, Voucher No. 1136—J. M. Dell, services land department	100.00
December 1, 1905, Voucher No. 1137—Ollie M. Jacobie, services land department	100.00
December 5, 1905, Voucher No. 1138—R. W. Williams, expenses to Pensacola to attend U. S. Court	23.71
December 5, 1905, Voucher No. 1139—I. N. Withers, salary and expenses making selections of swamp and overflowed lands	121.47

December 6, 1905, Voucher No. 1140—Bryan & Bryan, balance on salary for the year 1905, attorney for Trustees	1,500.00
December 6, 1905, Voucher No. 1141—Miss Carrie C. Edwards, salary stenographer	75.00
December 13, 1905, Voucher No. 1142—John W. Newman, salary and expenses as engineer in re drainage of Everglades.....	151.18
December 13, 1905, Voucher No. 1143—J. H. Smith, services in re drainage of Everglades	100.00
December 14, 1905, Voucher No. 1144—N. B. Broward, Governor, expenses from Tallahassee to and from Fort Lauderdale	38.73
December 18, 1905, Voucher No. 1145—G. S. Baxter & Co., lumber for dredges	2,627.29
December 19, 1905, Voucher No. 1146—W. S. Jennings, general counsel, legal services and expenses to December 31st, 1905.	2,548.80
January 2, 1906, Voucher No. 1147—C. B. Gwynn, salary as chief clerk in salesman's office.	150.00
January 2, 1906, Voucher No. 1148—W. M. McIntosh, Jr., salary as secretary and treasurer	125.00
January 2, 1906, Voucher No. 1149—J. M. Dell, preparing list of U. S. land entries	100.00
January 2, 1906, Voucher No. 1150—Ollie M. Jacobie, services in salesman's office	100.00
January 2, 1906, Voucher No. 1151—Miss Carrie C. Edwards, services as stenographer and typewriter	75.00
January 6, 1906, Voucher No. 1152—The Capital Publishing Company, printing for Trustees and salesman.	94.45
January 6, 1906, Voucher No. 1153—John McDougall, P. M., postage for salesman's office	63.60
January 6, 1906, Voucher No. 1154—H. T. Felkel, clerk Circuit Court, Leon County, copy of papers in suits vs. Trustees	6.95
January 6, 1906, Voucher No. 1155—M. H. Mabry, clerk Supreme Court, certified copy of brief in case Neill G. Wade vs. Atlantic Lumber Company, appellee	12.00

January 6, 1906, Voucher No. 1156—F. W. Marsh, clerk of U. S. Court, certified copies of papers in suits vs. Trustees.	21.10
January 6, 1906, Voucher No. 1157—I. N. Withers, salary and expenses in selecting swamp and overflowed lands	149.62
January 6, 1906, Voucher No. 1158—John W. Newman, salary and expenses as engineer in re drainage Everglades	136.20
January 9, 1906, Voucher No. 1159—John W. Newman, pay-roll and expenses in re drainage Everglades	141.08
January 17, 1906, Voucher No. 1160—J. H. Smith, services in inspecting lumber to be used in construction of dredges	100.00
January 29, 1906, Voucher No. 1161—John W. Newman, pay-roll and expenses account building dredges, two weeks ending Jan. 20, 1906	205.73
January 29, 1906, Voucher No. 1162—O. M. White, agent, S. A. L. Ry., mileage book for attorney for Trustees	25.00
February 1, 1906, Voucher No. 1163—C. B. Gwynn, salary as chief clerk in salesman's office	150.00
February 1, 1906, Voucher No. 1164—W. M. McIntosh, Jr., salary as secretary and treasurer	125.00
February 1, 1906, Voucher No. 1165—J. M. Dell, preparing list of U. S. land entries ...	100.00
February 1, 1906, Voucher No. 1166—Ollie M. Jacobie, services in salesman's office	100.00
February 1, 1906, Voucher No. 1167—Miss Carrie C. Edwards, services as stenographer and typewriter.	75.00
February 1, 1906, Voucher No. 1168—John W. Newman, engineer, pay-roll, building dredge, for week ending January 27, 1906.	379.30
February 2, 1906, Voucher No. 1169—N. B. Broward, expenses to and from Fort Lauderdale to inspect construction of dredges. ...	86.88

February 3, 1906, Voucher No. 1170—G. S. Baxter & Co., lumber for use in construction of dredges	2,497.03
February 1, 1906, Voucher No. 1171—John W. Newman, engineer, pay-roll and expense account in building dredge, for week ending February 3, 1906	434.81
February 7, 1906, Voucher No. 1172—I. N. Withers, expenses in selecting swamp and overflowed lands	38.40
February 7, 1906, Voucher No. 1173—I. N. Withers, services selecting swamp and overflowed lands	100.00
February 12, 1906, Voucher No. 1174—J. H. Smith, salary for inspecting lumber to be used on dredges	100.00
February 15, 1906, Voucher No. 1175—John W. Newman, engineer, pay-roll and expense account, in re construction of dredges for week ending February 10, 1906	477.28
February 23, 1906, Voucher No. 1176—John W. Newman, engineer, pay-roll and expense account, in re construction of dredges, for week ending February 17, 1906	625.11
February 23, 1906, Voucher No. 1177—East Coast Railway Co., transportation charges on material for dredges	2,168.79
February 27, 1906, Voucher No. 1178—John W. Newman, engineer, pay-roll and expense account, for week ending February 24, 1906, in re construction of dredges	531.57
March 1, 1906, Voucher No. 1179—C. B. Gwynn, salary as chief clerk in salesman's office.	150.00
March 1, 1906, Voucher No. 1180—W. M. McIntosh, Jr., salary as secretary and treasurer	125.00
March 1, 1906, Voucher No. 1181—J. M. Dell, preparing list of U. S. land entries for salesman's office.	100.00
March 1, 1906, Voucher No. 1182—Ollie M. Jacobie, services in salesman's office	100.00
March 1, 1906, Voucher No. 1183—Miss Carrie C. Edwards, services as stenographer and typewriter	75.00

March 1, 1906, Voucher No. 1184—N. B. Broward, expenses to Fort Lauderdale and return to inspect dredges	45.15
March 1, 1906, Voucher No. 1185—Featherstone Foundry and Machine Co., material used in construction of dredges	4,992.20
March 1, 1906, Voucher No. 1186—W. H. Ellis, expenses of trip to Quincy, Jacksonville and Pensacola to represent Trustees in litigation	23.80
March 1, 1906, Voucher No. 1187—Merrill-Stevens Company, iron work and other material for dredges	952.46
March 2, 1906, Voucher No. 1188—Capital Publishing Company, printing for Trustees.	322.50
March 13, 1906, Voucher No. 1189—T. E. Perkins, cashier Capital City Bank, for John W. Newman, pay-roll and expense account for building dredges, week ending March 3, 1906	555.71
March 13, 1906, Voucher No. 1190—I. N. Withers, salary and expenses in selecting swamp and overflowed lands	140.41
March 13, 1906, Voucher No. 1191—J. H. Smith, services in inspecting lumber for dredges	32.95
March 13, 1906, Voucher No. 1192—John W. Newman, engineer, pay-roll for week ending March 10, 1906.	\$648.82
P. N. Bryan & Sons, for 101½ cords wood	406.00
John Vanaman and William Hicks, calking bottom of dredge "Everglades"	100.00
R. A. Bryan, lumber for dredge.....	53.46—\$ 1,208.28
March 13, 1906, Voucher No. 1193—Merrill-Stevens Company, material for construction of dredges	252.31
March 14, 1906, Voucher No. 1194—Capital Publishing Company, printing for Trustees.	537.25
March 16, 1906, Voucher No. 1195—N. B. Broward, expenses of trip to Fort Lauderdale and return to inspect dredges.....	44.25

March 16, 1906, Voucher No. 1196—John T. Costa, services as expert draughtsman in salesman's office	10.00
March 29, 1906, Voucher No. 1197—Capital City Bank, for John W. Newman, pay-roll and expense account for week ending March 17, 1906	652.18
April 2, 1906, Voucher No. 1198—C. B. Gwynn, salary as chief clerk in salesman's office...	150.00
April 2, 1906, Voucher No. 1199—W. M. McIntosh, Jr., salary as secretary and treasurer..	125.00
April 2, 1906, Voucher No. 1200—J. M. Dell, preparing list of U. S. land entries	100.00
April 2, 1906, Voucher No. 1201—Ollie M. Jacobie, services in salesman's office	100.00
April, 2, 1906, Voucher No. 1202—Miss Carrie C. Edwards, services as stenographer and typewriter	75.00
April 2, 1906, Voucher No. 1203—C. J. Perry, services of C. L. Clark in surveying State lands	6.00
April 6, 1906, Voucher No. 1204—John W. Newman, engineer, pay-roll and expense account for week ending March 31, 1906.	632.40
April, 6, 1906, Voucher No. 1205—W. H. Ellis, expenses of trip to Jacksonville to represent Trustees in litigation	20.17
April 6, 1906, Voucher No. 1206—N. B. Broward, expenses of trip to Fort Lauderdale to inspect dredges	44.25
April 7, 1906, Voucher No. 1207—First National Bank of Tallahassee, for John W. Newman, pay-roll and expense account for week ending March 24, 1906	654.18
April 11, 1906, Voucher No. 1208—I. N. Withers, services as State agent in selecting swamp and overflowed lands	172.70
April 12, 1906, Voucher No. 1209—Florida East Coast Railway Co., transportation charges on material for dredges	2,977.97
April 12, 1906, Voucher No. 1210—G. S. Baxter & Co., material for dredges	2,565.81

April 12, 1906, Voucher No. 1211—Merrill-Stevens Company, iron work and material for dredges	1,581.50
April 12, 1906, Voucher No. 1212—Featherstone Foundry and Machine Co., additional material for dredges	1,150.00
April 12, 1906, Voucher No. 1213—John W. Newman, engineer, pay-roll and expense account for week ending April 7, 1906	604.65
April 12, 1906, Voucher No. 1214—J. J. Hodges, deputy clerk, copy of answer in re Kittel vs. Trustees	7.95
April 12, 1906, Voucher No. 1215—Clerk U. S. Circuit Court, services as clerk and copy of papers	2.25
April 16, 1906, Voucher No. 1216—H. J. Drane, insurance on dredge "Everglades"	210.00
April 17, 1906, Voucher No. 1217—R. W. Williams, settlement in full for professional services since January 1, 1905	3,000.00
April 21, 1906, Voucher No. 1218—John W. Newman, engineer, pay-roll and expense account, building dredge, for week ending April 14, 1906	670.50
April 27, 1906, Voucher No. 1219—First National Bank of Tallahassee, for J. W. Newman, pay-roll and expense account, building dredge, for week ending April 21, 1906	747.30
May 1, 1906, Voucher No. 1220—C. B. Gwynn, services as chief clerk in salesman's office ...	150.00
May 1, 1906, Voucher No. 1221—W. M. McIntosh, Jr., services as secretary and treasurer	125.00
May 1, 1906, Voucher No. 1222—J. M. Dell, services in preparing lists of U. S. land entries	100.00
May 1, 1906, Voucher No. 1223—Ollie M. Jacobie, services as clerk in salesman's office ...	100.00
May 1, 1906, Voucher No. 1224—Carrie C. Edwards, services as stenographer	75.00
May 1, 1906, Voucher No. 1225—John W. Newman, engineer, pay-roll and expense account for week ending April 29, 1906	708.80

May 3, 1906, Voucher No. 1226—I. N. Withers, services in selecting swamp and overflowed lands	82.24
May 8, 1906, Voucher No. 1227—John W. Newman, pay-roll and expense account for week ending May 5, 1906, building dredge	988.00
May 23, 1906, Voucher No. 1228—First National Bank of Tallahassee for John W. Newman, pay-roll and expense account, building dredge, week ending May 12, 1906.	685.15
May 23, 1906, Voucher No. 1229—John W. Newman, pay-roll and expense account in building dredge for week ending May 19, 1906.	657.29
June 4, 1906, Voucher No. 1230—W. M. McIntosh, Jr., salary as secretary and treasurer..	125.00
June 4, 1906, Voucher No. 1231—C. B. Gwynn, services as chief clerk in salesman's office...	150.00
June 4, 1906, Voucher No. 1232—O. M. Jacobie, clerk in salesman's office	100.00
June 4, 1906, Voucher No. 1233—Carrie C. Edwards, services as stenographer	75.00
June 4, 1906, Voucher No. 1234—J. M. Dell, services in land office	100.00
June 4, 1906, Voucher No. 1235—N. B. Broward, expenses to Fort Lauderdale and return to inspect dredges	45.75
June 9, 1906, Voucher No. 1236—Reed A. Bryan, pay-roll and expenses, building dredge, for week ending May 26th, and week ending June 2, 1906.	1,248.31
June 9, 1906, Voucher No. 1237—P. N. Bryan & Sons for material for use on dredges.	400.00
June 12, 1906, Voucher No. 1238—Merrill-Stevens Co., material used in construction of dredges	590.60
June 12, 1906, Voucher No. 1239—Florida East Coast Railway Co., transportation charges on material for dredges.	3,101.91
June 12, 1906, Voucher No. 1240—First National Bank of Tallahassee for Reed A. Bryan, agent, pay-roll for week ending June 9, 1906, construction of dredges	717.30

June 15, 1906, Voucher No. 1241—I. N. Withers, services in selecting swamp and overflowed lands	52.73
June 18, 1906, Voucher No. 1242—G. S. Baxter & Co., material for dredges	1,287.10
June 20, 1906,, Voucher No. 1243—First National Bank of Tallahassee, for Reed A. Bryan, agent, pay-roll and expense account, week ending June 16, 1906	739.34
June 23, 1906, Voucher No. 1244—W. S. Jennings, general counsel, traveling and incidental expenses in representing Trustees from December 15, 1905, to June 1, 1906....	384.71
June 25, 1906, Voucher No. 1245—Featherstone Foundry and Machine Co., boiler, rock dipper and fittings for dredges	4,071.98
June 25, 1906, Voucher No. 1246—H. J. Drane, insurance on dredges	350.00
June 25, 1906, Voucher No. 1247—Southern Express Company, express on material for dredges	3.30
June 25, 1906, Voucher No. 1248—Florida Electric Company, electrical fittings for dredges	55.85
June 25, 1906, Voucher No. 1249—Atlantic Coast Forwarding Co., transportation charges on material for dredges	50.41
June 25, 1906, Voucher No. 1250—J. J. Hodges, deputy clerk, certified copies of papers in Kittel cases	17.65
June 25, 1906, Voucher No. 1251—Ritty Brothers, iron work on dredges	7.75
June 27, 1906, Voucher No. 1252—Merrill-Stevens Company, material for dredges	1,610.11
June 28, 1906, Voucher No. 1253—First National Bank of Tallahassee for Reed A. Bryan, agent, pay-roll and expense account building dredge, week ending June 23, 1906.....	759.35
June 30, 1906, Voucher No. 1254—R. W. Williams, balance in full on account of services in legal matters	175.00
June 30, 1906, Voucher No. 1255—Capital Publishing Company, printing for Trustees	2.50

June 30, 1906, Voucher No. 1256—Florida Electric Co., material for dredges	5.30
June 30, 1906, Voucher No. 1257—Stranahan & Co., supplies for dredges	108.66
July 2, 1906, Voucher No. 1258—C. B. Gwynn, services as chief clerk in salesman's office ..	150.00
July 2, 1906, Voucher No. 1259—W. M. McIntosh, Jr., services as secretary and treasurer	125.00
July 2, 1906, Voucher No. 1260—O. M. Jacobie, clerk in salesman's office	100.00
July 2, 1906, Voucher No. 1261—J. M. Dell, preparing list of U. S. land entries	100.00
July 2, 1906, Voucher No. 1262—Carrie C. Edwards, services as stenographer	75.00
July 2, 1906, Voucher No. 1263—W. S. Jennings, general counsel, services for six months in representing Trustees	2,500.00
July 11, 1906, Voucher No. 1264—First National Bank of Tallahassee for Reed A. Bryan, agent, pay-roll and expense account, in re drainage operations, for week ending July 7, 1906.	617.84
July 17, 1906, Voucher No. 1265—J. R. Wiggins, sheriff, services in appraising State lands	5.00
July 17, 1906, Voucher No. 1266—Florida East Coast Railway Company, Trustees proportion of cost of construction of spur track at Fort Lauderdale, for use of Trustees	933.82
July 17, 1906, Voucher No. 1267—G. S. Baxter & Co., material for dredges	485.25
July 17, 1906, Voucher No. 1268—Stranahan & Co., supplies for dredges	133.77
July 17, 1906, Voucher No. 1271—Frank T. Budge, supplies for dredges	80.54
July 17, 1906, Voucher No. 1272—Reed A. Bryan, hire of launch, board of laborers, express charges, etc., in construction of dredge ...	130.75
July 17, 1906, Voucher No. 1273—P. N. Bryan, board of laborers to work on dredges.....	21.00
July 17, 1906, Voucher No. 1274—W. G. Lewis, supplies for dredges	4.15
July 17, 1906, Voucher No. 1275—I. N. Withers, services in selecting swamp lands	89.77
19—I. I.	

July 17, 1906, Voucher No. 1276—The J. A. McDonald Company, material to be used in construction of dredges	5.65
July 17, 1906, Voucher No. 1277—H. F. Scruggs Co., plumbing on dredge	9.85
July 19, 1906, Voucher No. 1278—First National Bank of Tallahassee, for Reed A. Bryan, agent, pay-roll and expense account for week ending July 21, 1906	1,170.70
July 21, 1906, Voucher No. 1279—N. B. Broward, expenses trip to Fort Lauderdale to inspect dredges	44.00
July 26, 1906, Voucher No. 1280—First National Bank of Tallahassee, for Reed A. Bryan, agent, pay-roll for week ending July 21, 1906.	586.51
August 1, 1906, Voucher No. 1286—William Smith, of Chipley, Fla., refund on canceled land entry	720.72
August 1, 1906, Voucher No. 1287—Reed A. Bryan, agent, board of laborers to build dredge, hire of launch, tools and incidental expenses, in re construction of dredge	228.15
August 1, 1906, Voucher No. 1288—Florida East Coast Railway Company, transportation charges on material for dredges.....	241.15
August 1, 1906, Voucher No. 1289—J. S. Fredericks, civil engineer, services and expenses in drainage operations	97.00
August 2, 1906, Voucher No. 1291—First National Bank of Tallahassee, for Reed A. Bryan, pay-roll and expense account week ending July 28, 1906	613.02
August 8, 1906, Voucher No. 1293— First National Bank of Tallahassee, for Reed A. Bryan, agent, pay-roll and expense account, building dredge "Okeechobee," for week ending August 4th...\$470.80	
Operating dredge "Everglades" for month of July	385.55—\$ 856.35
August 15, 1906, Voucher No. 1294—I. N. Withers, services in selecting swamp and overflowed lands	130.70

August 15, 1906, Voucher No. 1295—A. C. Croom, expenses self and Governor to inspect dredges under construction at Fort Lauderdale	88.30
August 16, 1906, Voucher No. 1296—First National Bank of Tallahassee, for Reed A. Bryan, pay-roll building dredge "Okeechobee," week ending August 11, 1906	565.25
August 20, 1906, Voucher No. 1297—H. J. Drane, insurance on dredge "Everglades"...	550.00
August 20, 1906, Voucher No. 1298—W. H. Albritton, beef for employees on dredge...	8.60
August 20, 1906, Voucher No. 1299—M. W. Marshall, provisions for employees on dredge	9.63
August 20, 1906, Voucher No. 1300—Edward Hines Lumber Co., lumber for dredge	190.00
August 20, 1906, Voucher No. 1301—Stranahan & Co., supplies for use on dredges ...	230.67
August 20, 1906, Voucher No. 1302—Frank T. Budge, zinc for dredge	10.50
August 20, 1906, Voucher No. 1303—Florida East Coast Railway Co., freight on material for dredge	144.16
August 20, 1906, Voucher No. 1304—Reed A. Bryan, for hire of launch and incidental expenses	141.25
August 22, 1906, Voucher No. 1305—First National Bank of Tallahassee, for Reed A. Bryan, agent, pay-roll building dredge, for week ending August 18, 1906	415.30
August 27, 1906, Voucher No. 1306—Merrill-Stevens Co., hardware and other material for dredge	1,750.44
August 29, 1906, Voucher No. 1307—First National Bank of Tallahassee, for Reed A. Bryan, agent, pay-roll, work on dredge for week ending August 25, 1906.	469.75
September 3, 1906, Voucher No. 1313—I. N. Withers, services as State agent in selecting swamp and overflowed lands	173.07

September 4, 1906, Voucher No. 1314—First National Bank of Tallahassee, for Reed A. Bryan, agent, expense operating dredge "Everglades" for month of August	\$508.80	
Pay-roll in re construction of dredge "Okeechobee," for week ending September 1st, 1906. . .	397.00—	905.80
September 6, 1906, Voucher No. 1315—First National Bank of Tallahassee, for Bryson & Blackwell, lumber in re construction of dredges		200.00
September 8, 1906, Voucher No. 1316—Featherstone Foundry and Machine Co., fifth payment on cost of dredges		2,300.00
September 8, 1906, Voucher No. 1317—John McDougall, P. M., stationery and postage, salesman's office		63.60
September 8, 1906, Voucher No. 1318—Reed A. Bryan, agent, expenses operating launch....		28.00
September 12, 1906, Voucher No. 1319—First National Bank of Tallahassee, for Reed A. Bryan, agent, pay-roll, work on dredge, week ending September 8, 1906		458.25
September 20, 1906, Voucher No. 1320—First National Bank of Tallahassee, for Reed A. Bryan, work on dredge for week ending September 15, 1906		486.50
September 26, 1906, Voucher No. 1321—First National Bank of Tallahassee, for Reed A. Bryan, agent, pay-roll and expense account, building dredge, for week ending September 22, 1906		663.35
October 3, 1906, Voucher No. 1327—First National Bank of Tallahassee for Reed A. Bryan, agent, pay-roll, building dredge for week ending September 29, 1906		442.00
October 11, 1906, Voucher No. 1328—First National Bank of Tallahassee for Reed A. Bryan, et al., as follows:		
Pay-roll work on dredge, week ending October 6, 1906	\$473.37	
Operating dredge "Everglades"		

for month of September	373.80	
Expense account August and Sep- tember	618.06	
Salary and expense account, John W. Newman, engineer for trus- tees.	201.05—	1,666.28
October 17, 1906, Voucher No. 1329—I. N. Withers, salary and expenses as State agent in selecting swamp lands.		107.82
October 18, 1906, Voucher No. 1330—Capital City Bank of Tallahassee for Reed A. Bryan, agent, building dredge, week ending October 13, 1906.		464.75
November 1, 1906, Voucher No. 1336—Capital City Bank for Reed A. Bryan, agent, pay-roll work on dredge, week ending October 27, 1906.		406.60
November 1, 1906, Voucher No. 1337—Capital City Bank of Tallahassee for Reed A. Bryan, agent, pay-roll and expense acct., work on dredge week ending October 20, 1906.		425.08
October 1, 1906, Voucher No. 1338—I. N. With- ers, salary and expenses as State agent in selecting swamp and overflowed lands.		117.06
November 10, 1906, Voucher No. 1339 —Capital City Bank of Tallahas- see for Reed A. Bryan, agent, pay- roll operating dredge "Everglades" for month of October.	\$404.72	
Pay-roll work done on dredge "Okeechobee" for week ending November 3.	263.05—	667.77
November 10, 1906, Voucher No. 1340—Bryson & Blackwell, lumber for dredges.		15.00
November 20, 1906, Voucher No. 1341—Capital City Bank of Tallahassee for Reed A. Bryan, agent, pay-roll, for work done on dredge "Okeechobee," week ending November 10, 1906.		498.65
November 20, 1906, Voucher No. 1342—Capital City Bank of Tallahassee for Reed A. Bryan, agent, pay-roll work on dredge "Okeechobee," week ending November 17.		528.80

November 21, 1906, Voucher No. 1343—John W. Newman, salary as engineer of drainage.	150.00
November 23, 1906, Voucher No. 1344—J. A. Dann, material in re drainage.	8.25
November 23, 1906, Voucher No. 1345—Lainhart & Potter, material for dredges.	75.20
November 23, 1906, Voucher No. 1346—Frank T. Budge, material in re construction of dredge "Okeechobee."	49.69
November 23, 1906, Voucher No. 1347—Florida Electric Company, electric fittings for dredges.	10.18
November 23, 1906, Voucher No. 1348—The H. & W. B. Drew Co., four rolls 36-inch blue print.	6.80
November 23, 1906, Voucher No. 1349—Pure Oil Co., oil for use on dredges.	29.28
November 23, 1906, Voucher No. 1350—G. S. Baxter & Co., lumber for use in construction dredge "Okeechobee."	423.46
November 23, 1906, Voucher No. 1351—Reed A. Bryan, agent, hire of launch, board of laborers, express, telegrams, etc., for months of August, September, October and November. .	536.58
November 23, 1906, Voucher No. 1352—W. H. Albritton, supplies for dredges.	12.13
November 23, 1906, Voucher No. 1353—Merrill-Stevens Co., iron work and material for dredges.	1,293.04
November 23, 1906, Voucher No. 1354—P. N. Bryan, 108 $\frac{3}{4}$ cords of wood for use on dredges.	435.00
November 23, 1906, Voucher No. 1355—H. J. Drane, insurance on dredges.	690.00
November 23, 1906, Voucher No. 1356—Featherstone Foundry & Machine Co., iron work for dredges.	2,201.30
December 1, 1906, Voucher No. 1362—Capital City Bank of Tallahassee for Reed A. Bryan, pay-roll work done on dredge "Okeechobee" for week ending November 24, 1906.	476.60

December 17, 1906, Voucher No. 1363—Realty Title & Trust Co., abstracts of title for use in litigation.	452.00
December 17, 1906, Voucher No. 1364—W. S. Jennings, general counsel, traveling expenses, incidentals, etc., six months in representing Trustees in litigation.	84.84
December 17, 1906, Voucher No. 1365—W. S. Jennings, salary for six months as general counsel to December 31, 1906.	2,500.00
December 17, 1906, Voucher No. 1366 Capital City Bank for Reed A. Bryan, agent, pay-roll work on dredge "Okeechobee," week ending December 1, 1906.	\$445.95
Expenses operating dredge "Everglades" for month of November.	430.97
Pay-roll work on dredge "Everglades" week ending December 8.	354.75—
	1,231.67
December 17, 1906, Voucher No. 1367—Stranahan & Co., supplies for use on dredges for months of August, September, October and November.	739.07
December 17, 1906, Voucher No. 1368—N. B. Broward, Governor, expenses for trip to Ft. Lauderdale and return to inspect drainage operations.	45.00
December 17, 1906, Voucher No. 1369—I. N. Withers, salary and expenses as State agent in selecting swamp lands.	119.70
December 17, 1906, Voucher No. 1370—John McDougall, P. M., stationery for salesman's office.	64.20
December 21, 1906, Voucher No. 1371—Reed A. Bryan, agent, sundry expenses for month of November in building dredge "Okeechobee" and operating dredge "Everglades."	193.17
December 21, 1906, Voucher No. 1372—John W. Newman, salary and expenses as engineer for Trustees.	181.50

December 21, 1906, Voucher No. 1373—Merrill-Stevens Company, iron work and other material for use on dredge "Okeechobee."	909.70
December 21, 1906, Voucher No. 1374—W. H. Albritton, meat supplied for dredges.	10.85
December 21, 1906, Voucher No. 1375—Frank T. Budge tools for use on dredges.	1.45
December 21, 1906, Voucher No. 1376—Lainhart & Potter, lumber for use on dredge "Okeechobee."	55.23
December 21, 1906, Voucher No. 1377—Florida Electric Co., electric apparatus for dredge "Okeechobee."	5.80
December 21, 1906, Voucher No. 1378—Capital City Bank of Tallahassee for Reed A. Bryan, agent, pay-roll work on dredge "Okeechobee" for week ending December 15.	509.41
December 27, 1906, Voucher No. 1379—Capital City Bank of Tallahassee for Reed A. Bryan, agent, pay-roll, laborers on dredge "Okeechobee" week ending December 22, 1906.	411.00
Balance.	279,630.64
	<u>\$443,995.01</u>
Balance January 1, 1907.	\$279,630.64

INTERNAL IMPROVEMENT FUND PROPER.

Balance on hand January 1, 1905.	\$18,822.21
Land sales in 1905.	1,457.79
Land sales in 1906.	4,691.41
	<u>\$24,971.41</u>

INTERNAL IMPROVEMENT FUND PROPER.

DISBURSEMENTS.

March 1, 1905, Voucher No. 1033—W. C. Lewis, Madison County Bond No. 30, for \$100.00 and interest to December 7, 1903.	\$ 103.10
July 17, 1906, Voucher No. 1269—John McDougall, P. M., stamps and stationery for Trustees.	63.60

July 17, 1906, Voucher No. 1270.—The Capital Publishing Company, printing for Trustees..	61.25
August 1, 1906, Voucher No. 1281—C. B. Gwynn, salary as chief clerk in salesman's office.	150.00
August 1, 1906, Voucher No. 1282—W. M. McIntosh, Jr., services as secretary and treasurer.	125.00
August 1, 1906, Voucher 1283—J. M. Dell, preparing list of U. S. land entries.	100.00
August 1, 1906, Voucher No. 1284—O. M. Jacobie, clerk in salesman's office.	100.00
August 1, 1906, Voucher No. 1285—Carrie C. Edwards, services as stenographer and typewriter.	75.00
August 1, 1906, Voucher No. 1290—The Capital Publishing Company, printing for Trustees.	1.75
August 2, 1906, Voucher No. 1292—The Capital Publishing Company, printing for Trustees.	3.50
September 1, 1906, Voucher No. 1308—C. B. Gwynn, chief clerk in salesman's office.	150.00
September 1, 1906, Voucher No. 1309—J. M. Dell, preparing list of U. S. land entries. ..	100.00
September 1, 1906, Voucher No. 1311—O. M. McIntosh, Jr., salary as secretary and treasurer.	125.00
September 1, 1906, Voucher No. 1311—O. M. Jacobie, clerk in salesman's office.	100.00
September 1, 1906, Voucher No. 1312—Carrie C. Edwards, services as stenographer.	75.00
October 1, 1906, Voucher No. 1322—C. B. Gwynn, chief clerk in salesman's office.	150.00
October 1, 1906, Voucher No. 1323—W. M. McIntosh, Jr., secretary and treasurer.	125.00
October 1, 1906, Voucher No. 1324—O. M. Jacobie, clerk in salesman's office.	100.00
October 1, 1906, Voucher No. 1325—J. M. Dell, preparing list of U. S. land entries.	100.00
October 1, 1906, Voucher No. 1326—Carrie C. Edwards, stenographer and typewriter.	75.00
November 1, 1906, Voucher No. 1331—C. B. Gwynn, chief clerk in salesman's office.	150.00

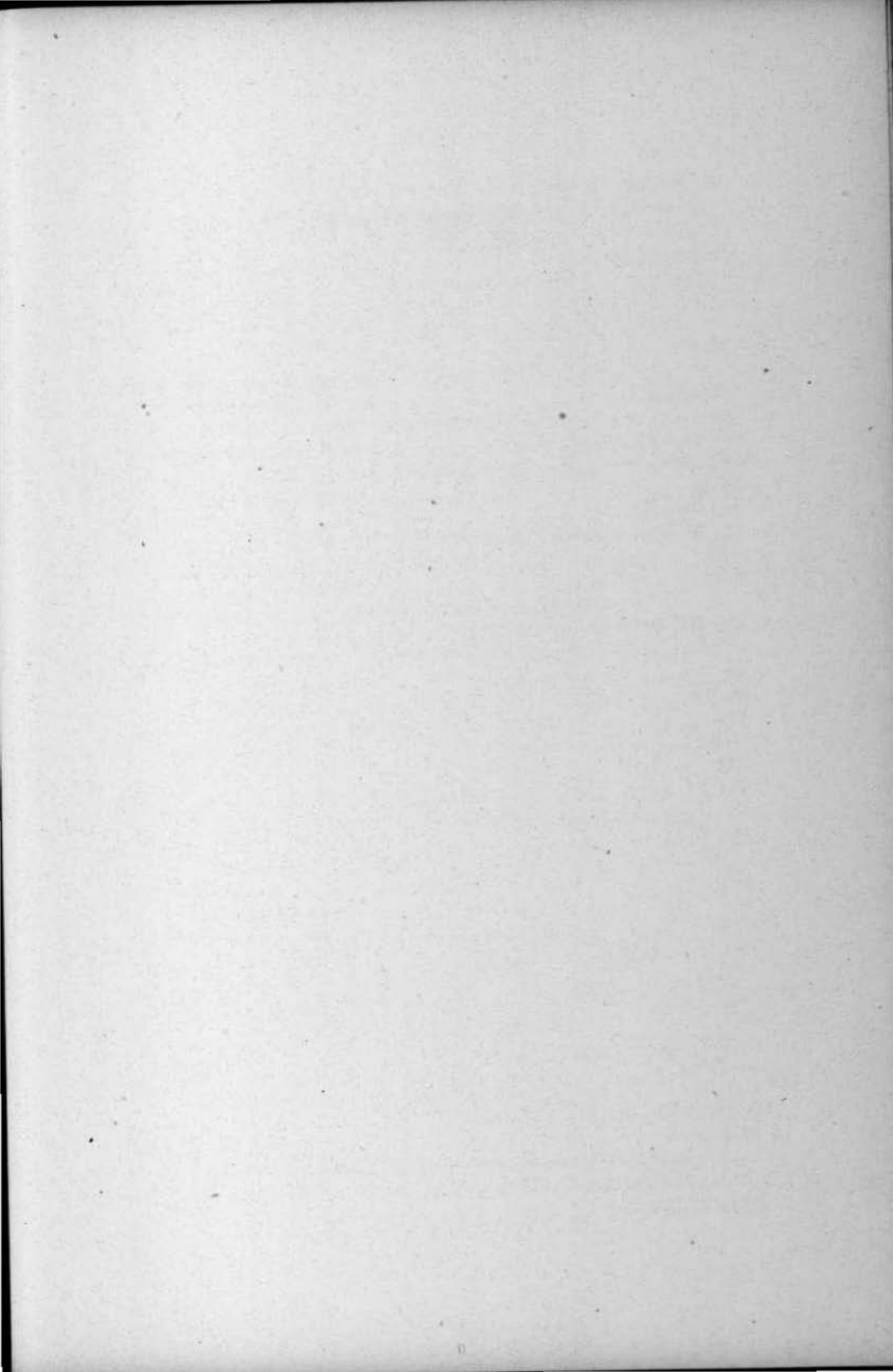
November 1, 1906, Voucher No. 1332—W. M. McIntosh, Jr., salary as secretary and treasurer.	125.00
November 1, 1906, Voucher No. 1333—O. M. Jacobie, clerk in salesman's office.	100.00
November 1, 1906, Voucher No. 1334—J. M. Dell, preparing list of U. S. Land Entries. ..	100.00
November 1, 1906, Voucher No. 1335—Carrie C. Edwards, salary as stenographer and typewriter.	75.00
December 1, 1906, Voucher No. 1357—C. B. Gwynn, chief clerk in salesman's office.	150.00
December 1, 1906, Voucher No. 1358—W. M. McIntosh, Jr., salary as secretary and treasurer.	125.00
December 1, 1906, Voucher No. 1359—J. M. Dell, preparing list of U. S. Land Entries. ..	100.00
December 1, 1906, Voucher No. 1360—John T. Costa, clerk in salesman's office.	125.00
December 1, 1906, Voucher No. 1361—Carrie C. Edwards, stenographer.	75.00
December 27, Voucher No. 1380—Capital Publishing Company, printing for salesman's office.	3.50
Balance.	21,959.71
	<hr/>
	\$24,971.41
Balance January 1, 1907.	\$21,959.71

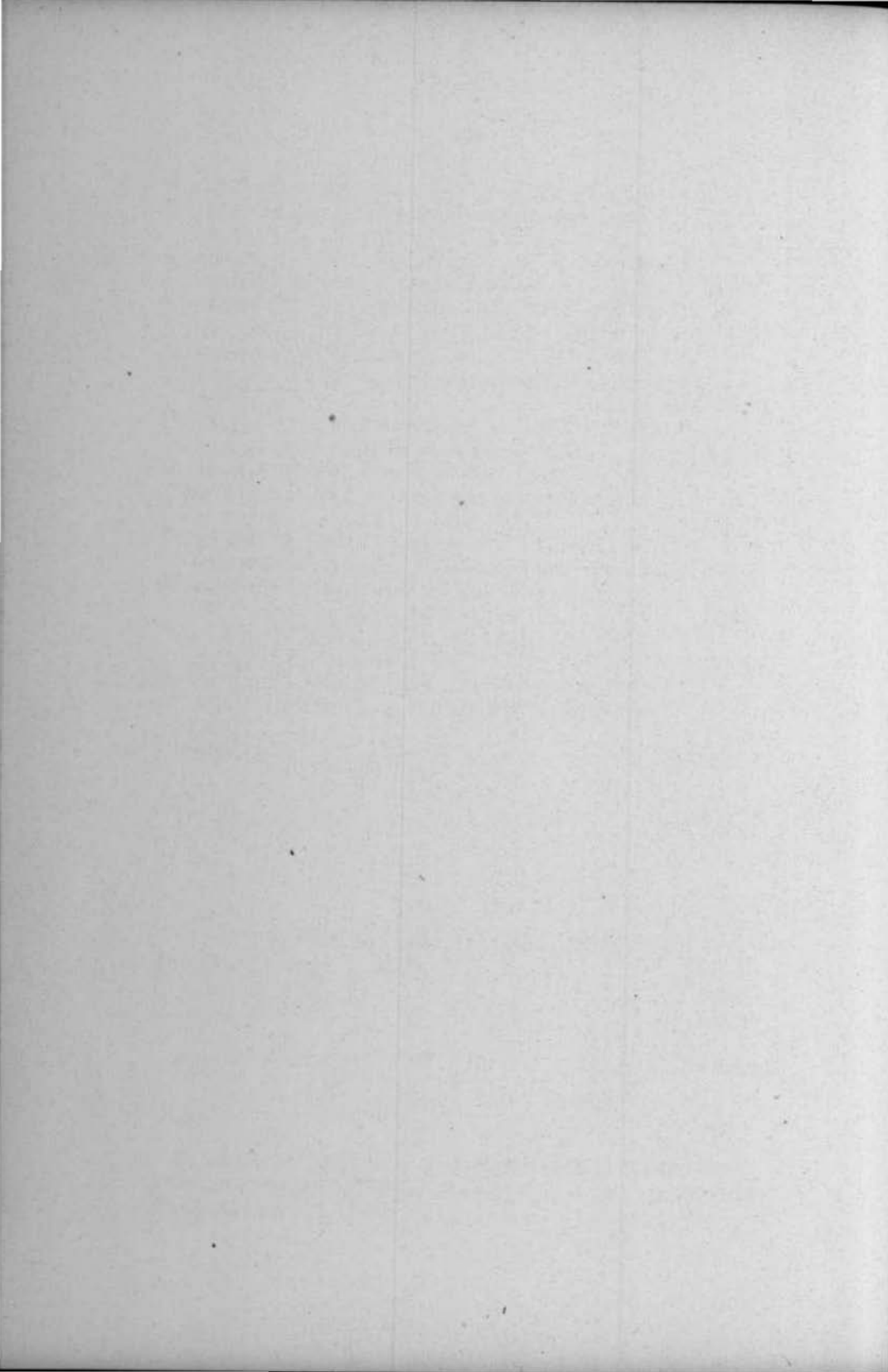
SINKING FUND FLORIDA RAILROAD BONDS.

Balance January 1, 1905.	\$201.10
Interest in 1905.	162.00
Interest in 1906.	162.00
	<hr/>
Balance January 1, 1907.	\$525.10

SINKING FUND F. A. & G. C. RAILROAD BONDS.

Balance January 1, 1905.	\$343.20
Same January 1, 1907.	





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